



Amendment No. 5  
to  
Agreement No. 9100 NG150000024  
for  
Social Services  
between  
**COURT APPOINTED SPECIAL ADVOCATES  
OF TRAVIS COUNTY, INC.**  
and the  
**CITY OF AUSTIN**  
*(Transitioning Youth Services)*

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Forty Four Thousand Four Hundred Fifty Nine dollars (\$44,459)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 120,000
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 7,200	\$ 127,200
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 1,950	\$ 129,150
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 1,084	\$ 130,234
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 44,459	\$ 174,693
Amendment No. 5: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 44,459	\$ 219,152

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. *[Revised 6/3/2019]*

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. *[Revised 5/8/2019]*

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$44,459 (Forty Four Thousand Four Hundred Fifty Nine dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: \_\_\_\_\_


  
COURT APPOINTED SPECIAL  
ADVOCATES OF TRAVIS COUNTY, INC.  
Laura Wolf, Executive Director  
7600 Chevy Chase Dr., Suite 200  
Austin, TX 78752

Date: \_\_\_\_\_

8/20/19

CITY OF AUSTIN

Signature: \_\_\_\_\_

  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: \_\_\_\_\_

9.27.19

***Program Performance Measures***

		<i>Contract Start</i>	<i>Contract End</i>	<i>Period Performance Start</i>	<i>Period Performance End</i>			
		9/1/2015	9/30/2020	10/1/2019	9/30/2020			
		<i>Outputs</i>						
<i>OP</i>	<i>Output Measure</i>					<i>Period Goal</i>		
#	<i>Description</i>					<i>City</i>	<i>Other</i>	<i>Total</i>
1	Total Number of Unduplicated Clients Served					30	320	350

***Program Performance Measures***

*Contract Start*  
9/1/2015

*Contract End*  
9/30/2020

*Period Performance Start*  
10/1/2019

*Period Performance End*  
9/30/2020

***Outcomes***

<i>OC Item</i>	<i>Outcome Measure Description</i>	<i>Total Program Goal</i>
1 Num	Number of individuals demonstrating improved life skill(s)	48
1 Den	Number of individuals participating in the activity	71
1 Rate	Percent of individuals who demonstrate improved life skills	67.61



## Program Budget and Narrative

Program Start 10/1/2019  
Program End 9/30/2020

	City Share	Other	Total
Salary plus Benefits	\$44,459.00	\$333,593.00	\$378,052.00
General Operations Expenses	\$0.00	\$114,701.00	\$114,701.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$0.00	\$114,701.00	\$114,701.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$5,000.00	\$5,000.00
Other Assistance	0.00	0.00	0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$5,000.00	\$5,000.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$44,459.00	\$453,294.00	\$497,753.00

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries, benefits, retirement, and employment taxes for programmatic and administrative staff related to the Transitioning Youth Services program.

#### General Op Expenses

#### Program Subgrantees

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay



Amendment No. 4  
to  
Agreement No. NG150000024  
for  
Social Services  
between  
**COURT APPOINTED SPECIAL ADVOCATES  
OF TRAVIS COUNTY, INC.**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Forty Four Thousand Four Hundred Fifty Nine dollars (\$44,459)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 120,000
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 7,200	\$ 127,200
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 1,950	\$ 129,150
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 1,084	\$ 130,234
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 44,459	\$ 174,693

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 6/12/2018]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 6/12/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$44,459 (*Forty Four Thousand Four Hundred Fifty Nine dollars*).

- 5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.


7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

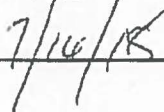
BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature: \_\_\_\_\_


  
COURT APPOINTED SPECIAL  
ADVOCATES OF TRAVIS COUNTY, INC.  
Laura Wolf, Executive Director  
7701 N. Lamar Blvd., Ste. 301  
Austin, TX 78752

Date: \_\_\_\_\_

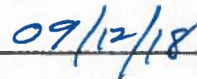


**CITY OF AUSTIN**

Signature: \_\_\_\_\_

  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: \_\_\_\_\_



***Program Performance Measures***

*Contract Start*  
9/1/2015

*Contract End*  
9/30/2019

*Period Performance Start*  
10/1/2018

*Period Performance End*  
9/30/2019

***Outputs***

<i>OP #</i>	<i>Output Measure Description</i>	<i>Period Goal</i>		
		<i>City</i>	<i>Other</i>	<i>Total</i>
1	Total Number of Unduplicated Clients Served	30	320	350

***Program Performance Measures***

*Contract Start*  
9/1/2015

*Contract End*  
9/30/2019

*Period Performance Start*  
10/1/2018

*Period Performance End*  
9/30/2019

***Outcomes***

<i>OC Item</i>	<i>Outcome Measure Description</i>	<i>Total Program Goal</i>
1 Num	Number of individuals demonstrating improved life skill(s)	48
1 Den	Number of individuals participating in the activity	71
1 Rate	Percent of individuals who demonstrate improved life skills	67.61



## Program Budget and Narrative

Program Start 10/1/2018

Program End 9/30/2019

	City Share	Other	Total
<b>Salary plus Benefits</b>	<b>\$44,459.00</b>	<b>\$333,593.00</b>	<b>\$378,052.00</b>
General Operations Expenses	\$0.00	\$114,701.00	\$114,701.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
<b>Operations SubTotal</b>	<b>\$0.00</b>	<b>\$114,701.00</b>	<b>\$114,701.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$5,000.00	\$5,000.00
Other Assistance	0.00	0.00	0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00
<b>Direct Assistance SubTotal</b>	<b>\$0.00</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$44,459.00</b>	<b>\$453,294.00</b>	<b>\$497,753.00</b>

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries, benefits, retirement, and employment taxes for programmatic and administrative staff related to the Transitioning Youth Services program.

#### General Op Expenses

#### Program Subgrantees

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay



Amendment No. 3  
to  
Agreement No. NG150000024  
for  
Social Services  
between  
**COURT APPOINTED SPECIAL ADVOCATES  
OF TRAVIS COUNTY, INC.**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***One Thousand Eighty Four dollars (\$1,084)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 120,000
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 7,200	\$ 127,200
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 1,950	\$ 129,150
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 1,084	\$ 130,234

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/1/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$130,234 (One Hundred Thirty Thousand Two Hundred Thirty Four dollars)**, and **\$44,459 (Forty Four Thousand Four Hundred Fifty Nine dollars)** per 12 month extension option, for a total Agreement amount of \$263,611. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.



4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$44,459 (Forty Four Thousand Four Hundred Fifty Nine dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.


7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature: \_\_\_\_\_


  
COURT APPOINTED SPECIAL  
ADVOCATES OF TRAVIS COUNTY, INC.  
Laura Wolf, Executive Director  
7701 N. Lamar Blvd., Ste. 301  
Austin, TX 78752

Date: \_\_\_\_\_

3/16/18

**CITY OF AUSTIN**

Signature: \_\_\_\_\_

  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: \_\_\_\_\_

03/29/18

## Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		<i>Total</i>
<b>Salary plus Benefits</b>	<b>\$42,400.00</b>	<b>\$43,375.00</b>	<b>\$44,459.00</b>		<b>\$130,234.00</b>
General Operations Expenses	\$0.00	\$0.00	\$0.00		\$0.00
Program Subgrantees	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
<b>Operations SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
<b>Direct Assistance SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>\$42,400.00</b>	<b>\$43,375.00</b>	<b>\$44,459.00</b>		<b>\$130,234.00</b>
Total Period Percentage	32.56	33.31	34.14		

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries, benefits, retirement, and employment taxes for programmatic and administrative staff related to the Transitioning Youth Services program.

#### General Op Expenses

#### Program Subgrantees

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay



Amendment No. 2  
to  
Contract No. NG150000024  
for  
Social Services  
between  
**COURT APPOINTED SPECIAL ADVOCATES  
OF TRAVIS COUNTY, INC.**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Thousand Nine Hundred Fifty dollars (\$1,950)**. The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 120,000
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 7,200	\$ 127,200
Amendment No. 2: Add funds to Contract and modify Exhibits	\$ 1,950	\$ 129,150

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 1/23/2017]

**Exhibit E – Business Associate Agreement** is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$129,150 (One Hundred Twenty Nine Thousand One Hundred Fifty dollars)**, and

\$43,375 (*Forty Three Thousand Three Hundred Seventy Five dollars*) per 12 month extension option, for a total Agreement amount of \$259,275. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$43,375 (*Forty Three Thousand Three Hundred Seventy Five*;

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$43,375 (*Forty Three Thousand Three Hundred Seventy Five*.

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an



accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

**Section 4.8.1 Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

**Section 4.8.3** The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

**Section 4.8.4** The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees

14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.



- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

**Section 8.6 Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

**5.0** The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

**Section 8.27 Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

**Section 8.28 HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

**8.28.1 Business Associate Agreement.** If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. §



160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

**Section 8.29 Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

**Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

- 6.0 MBE/WBE goals were not established for this Contract.
- 7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

**CONTRACTOR**

Signature: \_\_\_\_\_

COURT APPOINTED SPECIAL  
ADVOCATES OF TRAVIS COUNTY, INC.  
Laura Wolf, Executive Director  
7701 N. Lamar Blvd., Ste. 301  
Austin, TX 78752

Date: \_\_\_\_\_

2/24/17

**CITY OF AUSTIN**

Signature: \_\_\_\_\_

City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: \_\_\_\_\_

4-7-17

## Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		<i>Total</i>
<i>Salary plus Benefits</i>	\$42,400.00	\$43,375.00	\$43,375.00		\$129,150.00
<i>General Operations Expenses</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Total</i>	\$42,400.00	\$43,375.00	\$43,375.00		\$129,150.00
<i>Total Period Percentage</i>	32.83	33.58	33.58		

### Detailed Budget Narrative

*Salaries plus Benefits*      *Salaries, benefits, retirement, and employment taxes.*

*General Op Expenses*

*Program Subcontractors*

*Staff Travel*

*Conferences*

*Food and Beverage*

*Financial Assistance*

*Other Assistance*

*Capital Outlay*

## **BUSINESS ASSOCIATE AGREEMENT PROVISIONS**

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

### **RECITALS**

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
  2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
  3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
  4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of



this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
  6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
  7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
  8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
  9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
  10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
  11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
  12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
  13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. § 164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
  - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
  - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
  - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
  - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
  - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.



- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. § 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. § 164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

**G. Term and Termination.**

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

#### H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.



5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.





Amendment No. 1  
to  
Contract No. NG150000024  
for  
Social Services  
between  
**COURT APPOINTED SPECIAL ADVOCATES  
OF TRAVIS COUNTY, INC.**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is **Seven Thousand Two Hundred dollars (\$7,200)**. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 120,000
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 7,200	\$ 127,200

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 3/16/2016]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/16/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

**Section 4.1 [Contract Amount]**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$127,200 (One Hundred Twenty Seven Thousand dollars)**, and **\$42,400 (Forty Two Thousand Four Hundred dollars)** per twelve (12) month extension option, for a total Contract amount of \$254,400. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

**Section 4.1.2** Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed \$42,400 (Forty Two Thousand Four Hundred dollars);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$42,400 (Forty Two Thousand Four Hundred dollars);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$42,400 (Forty Two Thousand Four Hundred dollars).

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

**CONTRACTOR**

Signature: \_\_\_\_\_

COURT APPOINTED SPECIAL  
ADVOCATES OF TRAVIS COUNTY, INC.  
Laura Wolf, Executive Director  
7701 N. Lamar Blvd., Ste. 301  
Austin, TX 78752

Date: 4/1/16

**CITY OF AUSTIN**

Signature: \_\_\_\_\_

City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 7/7/16

## Program Performance Measures

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>		10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>		9/30/2016	9/30/2017	9/30/2018	9/30/2018
		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	30	30	30	50
		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of individuals demonstrating improved life skill(s)	48	48	48	144
5B	Number of individuals participating in the activity	71	71	71	213
	Percent of individuals who demonstrate improved life skills	67.61	67.61	67.61	67.61

\* Goal Served May Include Carry-Over From Previous Period

\*\* Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/24/2015 10:45:00 AM Last Modified, If Applicable: 3/16/2016 1:39:00 PM

## Program Budget and Narrative

	<i>1</i>	<i>Period</i> <i>2</i>	<i>3</i>	<i>Contract Start</i> <i>Contract End</i>	<i>9/1/2015</i> <i>9/30/2018</i>
<i>Period Start Date</i>	<b>9/1/2015</b>	<b>10/1/2016</b>	<b>10/1/2017</b>		
<i>Period End Date</i>	<b>9/30/2016</b>	<b>9/30/2017</b>	<b>9/30/2018</b>	<b>Total</b>	
<i>Salary plus Benefits</i>	<b>\$42,400.00</b>	<b>\$42,400.00</b>	<b>\$42,400.00</b>	<b>\$127,200.00</b>	
<i>General Operations Expenses</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Conferences</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Operations SubTotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Direct Assistance SubTotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Capital Outlay Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Total</b>	<b>\$42,400.00</b>	<b>\$42,400.00</b>	<b>\$42,400.00</b>	<b>\$127,200.00</b>	
<i>Total Period Percentage</i>	33.33	33.33	33.33		

### Detailed Budget Narrative

#### Salaries plus Benefits

The Salaries and Benefits expense categories include: salaries, payroll taxes and health benefits. The health benefits include: medical, dental, vision, short- and long-term disability, retirement and unemployment.

#### General Op Expenses

#### Program Subcontractors

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay





**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
REQUEST FOR APPLICATION (RFA)

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**SOLICITATION NO:** EAD0116

**DATE ISSUED:** 2/24/14

**COMMODITY CODE:** 95243

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

**Phone:** (512) 972-4017

**E-Mail:** [Erin.D'Vincent@austintexas.gov](mailto:Erin.D'Vincent@austintexas.gov)

Questions regarding the RFA shall be sent to  
[CityHSRFA2014@austintexas.gov](mailto:CityHSRFA2014@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:** Self Sufficiency Social  
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND  
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

**LOCATION:** Rutherford Lane Campus, Building 1 Auditorium  
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND  
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

**LOCATION:** Rutherford Lane Campus, Building 1 Auditorium  
1520 Rutherford Lane, Austin, TX 78754

**APPLICATION DUE PRIOR TO:** 4/24/14, 11 AM, local time

**APPLICATION CLOSING TIME AND DATE:** 4/24/14, 11 AM, local  
time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**All documents shall be submitted the address below:**

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

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**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR  
FLASH DRIVE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELIGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: CASA of Travis County

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: LAURA D. WOLF

Title: EXECUTIVE DIRECTOR

Signature of Officer or Authorized Representative: *Laura D. Wolf*

E-Mail Address: laura.wolf@casa-travis.org

Phone Number: 512-459-2272

Date: 4/21/14

\* Application response must be submitted with this Offer sheet to be considered for award



**CONTRACT BETWEEN  
THE CITY OF AUSTIN  
AND  
COURT APPOINTED SPECIAL ADVOCATES  
OF TRAVIS COUNTY, INC.  
FOR  
SOCIAL SERVICES**

**CONTRACT NO. NG150000024**

**CONTRACT AMOUNT: \$120,000**

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Court Appointed Special Advocates of Travis County, Inc. ("Contractor"), a Texas non-profit corporation, having offices at 7701 N Lamar Blvd., Ste. 301, Austin, TX 78752.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Jina Sorensen or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.



1.4.2 Contractor's Contract Manager, Laura Wolf, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

## **SECTION 2. TERM**

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

## **SECTION 3. PROGRAM WORK STATEMENT**

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

## **SECTION 4. COMPENSATION AND REPORTING**

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$120,000 (One Hundred Twenty Thousand dollars)**, and \$40,000 (Forty Thousand dollars) per twelve (12) month extension option, for a total Contract amount of \$240,000. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$40,000 (Forty Thousand dollars);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$40,000 (Forty Thousand dollars);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$40,000 (Forty Thousand dollars).

#### 4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

**The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.**

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

#### 4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,



4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

- 4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

- 4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

- 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

#### 4.8 **Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 **Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.



1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

#### 4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due.



Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 **Financial Audit of Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200,

Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
  - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
  - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.



4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

**4.12.9 Right To Audit By Office of City Auditor.**

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

**4.13 Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

**SECTION 5. TERMINATION**

5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.



- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 6. OTHER DELIVERABLES**

- 6.1 **Insurance.** The following insurance requirements apply.

### **6.1.1 General Requirements**

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued

and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin  
Health and Human Services Department  
ATTN: Community Based Resources  
P. O. Box 1088  
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000\* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

6.1.2.1.2 Independent Contractor's Coverage

- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

\* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

#### 6.1.2.2 **Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Contractor's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

#### 6.1.2.4 **Professional Liability Insurance.**

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

## 6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any



Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

**6.2.2 Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

- 6.3 Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 7. WARRANTIES**

- 7.1 Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.
- 7.2 Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

## **SECTION 8. MISCELLANEOUS**

- 8.1 Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.



8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

- 8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Court Appointed Special Advocates of Travis County, Inc.	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Laura Wolf, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H Austin, TX 78702	7701 N Lamar Blvd., Ste. 301 Austin, TX 78752	7201 Levander Loop, Bldg. E Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights

and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 8.18 **Dispute Resolution.**
- 8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.



8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**8.19 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

**8.20 Living Wage Policy**

[Reserved]

**8.21 Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.



In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**COURT APPOINTED SPECIAL ADVOCATES OF  
TRAVIS COUNTY, INC.**

Signature: \_\_\_\_\_

Name: LAURA D. WOLF  
Printed Name

Title: EXECUTIVE DIRECTOR

Date: 6/4/15

**CITY OF AUSTIN**

Signature: \_\_\_\_\_

Name: JAMES SCANDONE  
PURCHASING OFFICE

Date: 7/24/15

**EXHIBITS**

**Exhibit A – Program Forms**

- A.1 Program Work Statement
- A.2 Program Performance Measures
- A.3 Client Eligibility Requirements

**Exhibit B – Program Budget Forms**

- B.1 Program Budget and Narrative

**Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification**

## ***Program Work Statement***

*Contract Start Date*

9/1/2015

*Contract End Date*

9/30/2018

### ***Program Goals And Objectives***

CASA deters the growth of problem conditions at the individual and community level by advocating on behalf of abused and neglected youth in the child welfare system. Our advocacy includes finding these youth safe and loving homes, effective medical and therapeutic care, and ensuring their educational needs are being met.

About 20% of the children CASA serves are teens ages 14-21 who are at risk of aging out of the foster care system. Our volunteer advocates work with these teens in an effort to minimize their involvement with the juvenile or criminal justice systems. In addition, CASA focuses on meeting the specific "life skills" needs of these foster youth to help them successfully transition into adulthood.

CASA's Transitioning Youth Services (TYS) Program specifically provides essential advocacy and support to these youth ages 14-21 who are poised to transition out of foster care while still in the care of the State, having never found a permanent home. CASA staff and volunteer advocates help youth to access and maintain basic necessities as well as to develop and attain the services, skills and education to live successful, productive, and independent adult lives. In particular, CASA is an expert on the state-mandated benefits available to youth who "age out" of foster care. In our role as court-appointed advocates we can aggressively ensure, through reports to judges and resulting court orders, that the state is providing these youth with the essential items to which they are entitled, such as state-issued ID and social security cards.

### ***Program Clients Served***

Current Service Population: CASA provides advocacy to children from birth to age 18 (and older if they are in college or other educational pursuit, as allowed by state law) who have experienced abuse or neglect and who, as a result, have a legal case in the Travis County child protection courts.

Target Population: For purposes of this proposal, CASA will specifically target youth ages 14-21, which is a subset of the children and youth we serve.

Alternate Eligibility Statement: CASA is a special situation for non-profit agencies, since we do not seek out clients to serve. Instead, CASA of Travis County is appointed by Travis County courts as guardian ad litem for the abused or neglected children in cases brought by Child Protective Services.

Because of this situation, the Eligibility and Identity of our clients is therefore established under Texas law and determined by Travis County judges, not CASA. (Specifically, Section 107.011 of the Texas Family Code requires judges to appoint guardians ad litem to represent the best interests of children in cases brought by Child Protective Services; Section 107.031 of the Texas Family Code allows judges to appoint CASA programs and their volunteers to serve as those required guardians ad litem.) Travis County judges only have jurisdiction over children residing in Austin and Travis County who are involved in Child Protective Services cases. All of the children we serve, therefore, are eligible for services because they are involved in Child Protective Services cases in Austin/Travis county and we have been appointed by judges to serve them.

In each client's case file, we will always have the written court order from the judge appointing us to that particular case, representing the child(ren) involved in that case. This court document establishes both the Eligibility and Identity for our clients, and would therefore be our official "record of client Eligibility". Further, since our clients are defined as victims of violence, we understand that we are not required to fulfill Residency or Income documentation.

Regarding re-verifying client Eligibility every 12 months: Our appointment to clients by the court lasts until the court closes the case or dismisses CASA from the case. As long as the court case continues and the appointment of CASA continues, eligibility continues under the law.

### ***Program Services And Delivery***

CASA's seven Transitioning Youth Specialists specifically support youth ages 14-21 who are at risk of aging out of the foster care system. The Team supervises specially-trained volunteer advocates who work intensively with youth to make sure they are prepared to leave foster care and live successful, productive and independent adult lives. A volunteer commits an average of 20 hours each month for at least one year working with a child or family of children.

In addition to the advocacy described above, The Transitioning Youth Team focuses on three service areas vital to this age group: Education, Preparation, Connections.

1. Education – Provide youth with viable educational options by developing relationships with different high school, college, GED and vocational education resources CASA advocates fill this void by making sure youth not only know about the resources available to them, but are able to obtain those services.

2. Preparation – Ensure youth have the basic documents and life skills they need to live independently. For example, youth receive information on how to open bank accounts, prepare job resumes and applications, apply for housing and obtain a driver's license. CASA volunteer advocates also work with youth to write their Transition Plan – a document that defines their

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*Last Modified, If Applicable*



## ***Program Work Statement***

***Contract Start Date***      9/1/2015      ***Contract End Date***      9/30/2018

goals for adult life, identifies actions they will take to obtain those goals, and a timeline to guide them successfully.  
3. Connections – CASA works to locate at least three adults for each youth who will provide a lasting healthy relationship beyond foster care, into adulthood. In addition to locating safe family members, CASA works to facilitate and encourage healthy connections with other supportive adults who can assist in building life skills such as teachers, coaches, mentors and clergy.

### ***System for Collecting and Reporting Program Data***

We currently utilize an electronic data system developed specifically for CASA programs. We use this system to track and report data both internally and externally, in individual cases to the courts and in the aggregate to funders and the community.

### ***Performance Evaluation***

**•Performance evaluation:**

CASA uses a specialized database to track and record volunteer, child and case information. The database allows us to manage vital case information, produce activity reports, evaluate program effectiveness and measure outcomes for the children we serve.

### ***Quality Improvement***

**•Quality improvement:**

CASA routinely surveys our volunteers during the volunteer training period and provides frequent "check-ins" throughout to ensure that questions and concerns are answered. This two-way communication enables us to continually improve the CASA volunteer experience, which in turn increases the quality of service we provide to children by helping us to retain our most seasoned and effective volunteers.

In addition, every 2-3 years we survey our attorneys and judges regarding their satisfaction with our efforts on behalf of children. CASA's leadership also meets regularly with judges in order to help us understand how we can more effectively meet their needs.

Internally, CASA's Program Director, Executive Director and Board of Directors review statistics and the outcomes of closed cases each month to assess progress toward our goals. In addition, every three years Texas CASA performs an on-site audit to ensure we meet state and national CASA standards of advocacy. These steps enable us to evaluate regularly, making timely changes as needed to ensure that we stay on track toward our goals and overarching mission.

### ***Service Coordination with Other Agencies***

**•Service Cooperation with Other Agencies:**

CASA coordinates with many local providers to provide the most complete continuum of care to children and youth, including Travis County Courts and Juvenile Probation, Child Protective Services (CPS), Austin Children's Services, LifeWorks, Helping Hand Home, SafePlace, Settlement Home and the Center for Child Protection, among others. We also are involved in several community task forces, including the Travis County Disproportionality Advisory Board, Ready by 21 Coalition and Foster Care Alumni. The Executive Director of CASA is a member of the executive committee of the Travis County Model Court for Children, Youth and Families.

### ***Service Collaboration with Other Agencies***

**•Service Collaboration with Other Agencies:**

There are no formal partnerships funded under this proposal. However, CASA collaborates closely with LifeWorks, Austin Children's Services, Settlement Home and others. Each of these organizations provides residential services for foster youth in this same age group, so we often have common clients. When we do, we work closely with those organizations to ensure that our advocacy on behalf of mutual clients is thoroughly informed and that we are similarly sharing important information that we have with those organizations as well.

### ***Community Planning Activities***

The Executive Director of CASA is a member of the executive committee of the Travis County Model Court for Children, Youth and Families. In addition, CASA participated in the Model Court Education Advocacy Pilot, and as a result was designated as the court's official Education Advocate.

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***Program Work Statement***

*Contract Start Date*      9/1/2015

*Contract End Date*      9/30/2018

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*Last Modified, If Applicable*



## Program Performance Measures

		Period			Contract Term
		1	2	3	
	Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

		Period			Contract Term **
		1	2*	3*	
Outputs					
ID	Output Measure Description				
1	Total Number of Unduplicated Clients Served	15	15	15	26

		Period			Contract Term **
		1	2*	3*	
Outcomes					
ID	Outcome Measure Description				
	Number of individuals demonstrating improved life skill(s)	48	48	48	144
5B	Number of individuals participating in the activity	71	71	71	213
	Percent of individuals who demonstrate improved life skills	67.61	67.61	67.61	67.61

\* Goal Served May Include Carry-Over From Previous Period

\*\* Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

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# **City of Austin Health and Human Services**

## **Social Service Contracts**

### **Client Eligibility Requirements**

**UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.**

#### **GENERAL**

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
  - ♦ Annual certification of client eligibility
  - ♦ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
  - ♦ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
  - ♦ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
  - ♦ Clients in programs serving victims of violence are not subject to residency or income requirements
  - ♦ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

#### **IDENTITY**

- Client must provide proof of identity in order to receive City-funded services, documented by:
  - ♦ A government –issued identification; or
  - ♦ A signed Self-Declaration of Identity supported by client residency documentation

#### **RESIDENCY**

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
  - ♦ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
  - ♦ Residency eligibility must be verified by one or more of the following sources:
    - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
    - Travis County Appraisal District website (<http://www.traviscad.org>)

# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) ([www.usps.com](http://www.usps.com))

#### **INCOME**

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
  - ♦ For the purposes of determining eligibility for City-funded services, a family unit consists of:
    - A person living alone:
      - An adult living alone
      - A minor child living alone or with others who are not responsible for the child's support
    - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
      - Two persons in a domestic partnership, or legal or common-law marriage
      - One or both legal parents and minor children
      - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

#### **(1) Included Income:**

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

#### **(2) Excluded Income:**

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

## **City of Austin Health and Human Services Social Service Contracts Client Eligibility Requirements**

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
  - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
  - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

**Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.**



## Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	Contract Start Contract End	9/1/2015 9/30/2018
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
Salary plus Benefits	\$40,000.00	\$40,000.00	\$40,000.00		<b>\$120,000.00</b>
General Operations Expenses	\$0.00	\$0.00	\$0.00		\$0.00
Program Subcontractors	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$0.00	\$0.00	\$0.00		<b>\$0.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		<b>\$0.00</b>
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		<b>\$0.00</b>
Total	\$40,000.00	\$40,000.00	\$40,000.00		<b>\$120,000.00</b>
Total Period Percentage	33.33	33.33	33.33		

### Detailed Budget Narrative

#### Salaries plus Benefits

The Salaries and Benefits expense categories include: salaries, payroll taxes and health benefits. The health benefits include: medical, dental, vision, short- and long-term disability, retirement and unemployment.

#### General Op Expenses

#### Program Subcontractors

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay

**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for*

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 4th day of June, 2015

CONTRACTOR  
Authorized  
Signature

Title

CASA of Travis County  
[Signature]  
EXECUTIVE DIRECTOR

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

**1. EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to [CityHSRFA2014@austintexas.gov](mailto:CityHSRFA2014@austintexas.gov) by 4 PM on April 11<sup>th</sup>, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

**2. INSURANCE:** Insurance is required for this solicitation.

**Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have,** Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

**II. Specific Requirements**

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

**A. Workers' Compensation and Employers' Liability Insurance**

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
  - \$100,000 bodily injury each accident
  - \$100,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

**B. Commercial General Liability Insurance**

1. Minimum limits:
  - \$500,000\* combined single limit per occurrence for coverage A and B.
  - \*Supplemental Insurance Requirement
  - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
    - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket Contractual liability for this Contract
  - b. Products and Completed Operations
  - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
  - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

**C. Business Automobile Liability Insurance**

1. Minimum limits:

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CA 0444)
  - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
  - c. City of Austin named as additional insured (Form CA 2048)

**D. Professional Liability Insurance**

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

**E. Blanket Crime Policy Insurance**

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

**F. Directors and Officers Insurance**

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

**G. Property Insurance**

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

- III. Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN  
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- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**4. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

**5. INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**7. OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

**CITY OF AUSTIN  
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- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.



**SCOPE OF WORK  
CITY OF AUSTIN  
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

**1. INTRODUCTION**

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

**1.1 Self-sufficiency Goals:**

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

**1.2 Life Continuum Categories:**

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

**SCOPE OF WORK  
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2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

## **2. BACKGROUND**

### A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition

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CITY OF AUSTIN  
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

- i. *American Community Survey* (2012), U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA's National Registry of Evidence-based Programs and Practices* (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations* (2013), Mayor's Task Force on Aging
- n. *Imagine Austin* (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

### **3. PRINCIPAL OBJECTIVE & GOALS**

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
  1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
  2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
  3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
  4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.  
*(School Readiness Action Plan)*
- b. Youth:
  1. Children, youth and young adults:

**SCOPE OF WORK**  
**CITY OF AUSTIN**  
**2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

- i. Are physically healthy
  - ii. Are physically safe
  - iii. Respect diversity and demonstrate empathy and pro-social behaviors
  - iv. Engage in community, school and/or extracurricular activities
  - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
  - vi. Have good mental health and are emotionally resilient
  - vii. Avoid risky behaviors
  - viii. Are academically successful
  - ix. Have awareness and positive attitudes about adult careers
  - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
  - xi. Successfully complete post-secondary education or training
  - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health



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literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

*(Mayor’s Task Force on Aging 2013)*

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

*(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)*

#### **4. CONNECTION TO IMAGINE AUSTIN**

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

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**“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”**

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

**Austin is Livable:** All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

**Austin is Educated:** Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

**Austin is Prosperous:** Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

**Austin Values and Respects its People:** Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

<http://assets.austintexas.gov/webiacpfullreduced.pdf>.

## 5. PROGRAM STRATEGIES & TARGET POPULATION

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The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

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Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

**6. OUTCOMES & OUTPUTS**

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

**7. ELIGIBILITY REQUIREMENTS**

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

**8. FUNDING INFORMATION**



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- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
  - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
    - i. Early Childhood - \$949,416
    - ii. Youth - \$1,961,339
    - iii. Adults and Family - \$7,327,622
    - iv. Seniors and People with Disabilities - \$813,804
    - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

**9. ELIGIBLE APPLICANTS**

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
  - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
  - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
  - 1. Shall reflect an unqualified and/or unmodified audit opinion
  - 2. Shall not reflect a "Going Concern Uncertainty"
  - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
  - 1. Have specific terms delineated by a beginning and ending date
  - 2. Meet in person a minimum of three times per fiscal year
  - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

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All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
  - a. reviews program performance
  - b. approves budgets
  - c. reviews financial performance
  - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

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**APPLICATION SUBMISSION REQUIREMENTS**

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

**ENVELOPE #1 – THRESHOLD REVIEW**

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled:      THRESHOLD REVIEW CHECKLIST  
[NAME OF AGENCY]  
[NAME OF PROPOSED PROGRAM]

**ENVELOPE #2 – APPLICATION DOCUMENTS**

This sealed envelope must contain the following:

***1 original and 6 CDs or flash drives each containing all the elements below:***

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled:      APPLICATION DOCUMENTS  
[NAME OF AGENCY]

**BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116** CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.**

**Executive Summary**

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

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2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

### **Application Evaluation**

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

### **Application Format**

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following



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informational sequence:

**Part I – Program Overview and Strategy**

**Total points: 70**

**A. Connection to the Self-Sufficiency Goals and Life Continuum Categories**

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
  - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

*For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.*

**B. Target Population(s) for the Goal(s)**

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
  - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
  - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
  - a. Target population demographic/Census data
  - b. Quantified target population unmet need(s)
  - c. Applicant's trends in target population unmet need(s)
  - d. Waiting list information (if applicable)
  - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

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3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
  - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
  - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
  - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
  - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
  - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

*Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.*

**C. Program Strategy to Accomplish the Goals**

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
  - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
  - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.

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4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

**D. Performance Measures – Impact on the Goals**

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

**Output Measures**

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

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Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

**Outcome Measures**

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

**E. Service Coordination**

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and [https://www.onecpd.info/resources/documents/Coordinated%20Assessment\\_3.20.12.pdf](https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf)) and how your organization will coordinate and collaborate with this community initiative



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throughout the funding period.

**F. Community Planning Activities**

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

**G. Overall Evaluation Factors Regarding Applicant**

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
  - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

*Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.*

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

**H. Data Management and Program Evaluation**

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

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Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

**I. Staffing Plan**

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

**Part II – Cost Effectiveness**

**Total points: 20**

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses **all** of the following:

**A. Budget**

1. A summary description of the budget justification for the program strategy/strategies is required.
  - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
  - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

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Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

**B. Cost per Client**

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

**C. Program Funding Summary**

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

**Part III – Local Business Presence**

**Total points: 10**

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

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important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

<b>Team's Local Business Presence</b>	<b>Points Awarded</b>
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

**Part IV – Bonus Evaluation Points**

**Total points: 25**

**A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)**

**Maximum 10 points**

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
  - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
  - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application



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meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

**OR**

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
  - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
  - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

*For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.*

**B. Leveraging**

**5 points**

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
  - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
  - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.

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The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

**C. Healthy Service Environment**

**Maximum 10 points**

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- **Tobacco-free Campus (3 points)** - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

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- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
  - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
    - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
    - the provision of accessible locations allowing privacy;
    - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
    - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
  - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
  - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
  2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

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**Additional Information:**

**Proposal Acceptance Period:** All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

**Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**Exceptions:** Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

**Application Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.



**Section 0606: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

**NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.**

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	CASA OF TRAVIS COUNTY					
Physical Address	7701 N. LAMAR BLVD., SUITE 301 AUSTIN, TX 78752					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

## **Executive Summary**

**1. Applicant Description.** CASA of Travis County ("CASA") speaks for abused or neglected children by mobilizing community volunteers to ensure each child's individual needs remain a priority in an over-burdened child welfare system. When the State must step in to protect a child's safety, a judge appoints a trained CASA volunteer to a child or family of children. The volunteer gets to know all aspects of the child's life and makes independent and informed recommendations to help the judge make decisions in the child's best interest.

**2. Primary Self-Sufficiency Goal - Problem Prevention.** CASA deters the growth of problem conditions at the individual and community level by advocating on behalf of abused and neglected children in the child welfare system. Our advocacy includes finding children safe and loving homes, effective medical and therapeutic care, and ensuring their educational needs are being met. Our volunteer advocates also work with teens in an effort to minimize their involvement with the juvenile or criminal justice systems, as foster youth are at much greater risk of either concurrent involvement with the juvenile justice system or later involvement with the adult criminal justice system.

**Life Continuum Goal - Youth.** CASA advocates on behalf of youth ages 6-21 to ensure that their overall well-being and educational needs are being met while in care of the State.

According to Casey Family Programs, every time a child changes schools, he or she loses 4-6 months of academic progress. This can eventually leave foster children years behind their peers at school. In addition, CASA's Transitioning Youth Program provides essential advocacy and life skills support to teens who are poised to transition out of foster care while still in care of the State, having never found a permanent home.

**3. Additional Goals.** N/A

**4. The Need.** Youth in foster care change schools frequently and as a result, tend to make less academic progress than their peers. Long-term, children and youth who face such academic hurdles are less likely to graduate from high school and matriculate to post-graduate education or training, meaning that their lifelong earnings and career opportunities are significantly diminished compared to those of their peers. Teens aging out of foster care without adequate supports and life skills education face similarly dire challenges. A survey cited in a Texas Appleseed study on long-term foster care reported: 24% of teens aging out of foster care were homeless at least once by age 24 and 66% lived in three or more places in the five years after foster care.

**5. Brief summary of proposed program strategy(ies).** CASA is appointed by local judges as both guardian *ad litem* and Educational Advocate to all children ages 6-21 coming into the foster care system in Austin. This empowers CASA to effectively monitor and advocate on behalf of the educational well-being of these children. With attention to the specific needs of older youth, about 20% of the children CASA serves are teens who are at risk of aging out of the foster care system. CASA focuses on meeting the specific "life skills" needs of foster youth to help them successfully transition into adulthood.

**6. Amount of funding requested.** CASA of Travis County requests \$100,000 per year for three years (\$300,000) to support the salary and fringe of two Child Advocacy Specialists who will advocate on behalf of abused and neglected children and youth ages 6-21.

**7. Statement of Compliance.** CASA of Travis County is in full compliance with all applicable federal, state and local rules and regulations, as well as the terms of this Request for Application (RFA).

## **Application**

### **Part I - Program Overview and Strategy**

#### **A. Connection to the Self-Sufficiency Goals and Life Continuum Categories**

##### **1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.**

**Primary Self-Sufficiency Goal - Problem Prevention.** CASA of Travis County deters the growth of problem conditions at the individual and community level by advocating on behalf of abused and neglected children in the child welfare system. Our advocacy includes finding children safe and loving homes, effective medical and therapeutic care, and ensuring their educational needs are being met. Our volunteer advocates also work with teens in an effort to minimize their involvement with the juvenile or criminal justice systems, as foster youth are at much greater risk of either concurrent involvement with the juvenile justice system or later involvement with the adult criminal justice system.

**Life Continuum Goal - Youth.** In addition to their overall well-being, CASA advocates on behalf of youth ages 6-21 to ensure that their educational needs are being met while in care of the State. According to Casey Family Programs, every time a child changes schools, he or she loses 4-6 months of academic progress. This can eventually leave foster children years behind their peers at school. CASA ensures that when a child's home placement is disrupted and a school transfer becomes necessary, this is handled in the most expeditious manner possible and that all paperwork and transfer documentation is kept intact so that the child does not lose valuable academic time and training. CASA's Transitioning Youth Services (TYS) Program specifically provides essential advocacy and support to a subset of youth, teens who are poised to transition out of foster care while still in the care of the State, having never found a permanent home.

CASA staff and volunteer advocates help youth to access and maintain basic necessities as well as to develop and attain the services, skills and education to successfully transition through their educational curriculum to employment in order to live successful, productive, and independent adult lives. In particular, CASA is an expert on the state-mandated benefits available to youth who “age out” of foster care. In our role as court-appointed advocates we can aggressively ensure, through reports to judges and resulting court orders, that the state is providing these youth with the essential items to which they are entitled such as state-issued ID and social security cards.

**B. Target Population for the Goal(s)**

**1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population. Current Service Population:** CASA provides advocacy to children from birth to age 18 (and older if they are in college or other educational pursuit, as allowed by state law) who have experienced abuse or neglect and who, as a result, have a legal case in the Travis County child protection courts.

**Target Population:** For purposes of this proposal, CASA will specifically target youth ages 6-21, which is a subset of the children and youth we serve.

**a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.** CASA has nearly 30 years of serving the same population as our target population for this grant. In 2013, we served 1605 children, nearly 80% of all children in the foster care system in Travis County and an increase of 5% over the previous year. Last year, successful placement outcomes for youth were 92%: 60% of children and youth were reunified with their parent(s) and 32% of children were adopted by or went to live permanently with relatives or non-relatives.



The judges and attorneys who work with CASA of Travis County appreciate the value we bring to the courtroom and the children we serve. We recently conducted a survey of these groups to assess our effectiveness. Among the findings: 83% of attorneys agreed that CASA provides helpful information concerning child placements; judges gave the highest possible marks to CASA for their written reports and verbal testimony in helping them make decisions about case outcomes; and one judge stated that "CASA has been the single most effective innovation in child protection cases in the past 30 years."

**2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:**

**a. Target population demographic/Census data.** In 2013, 34% of the children CASA advocated for were infants or toddlers; 45% were age 5-13, 15% were teens (age 14-17), and an additional 5% were 18 or older. CASA served 53% males and 47% females in 2013, but the ethnicity of children CASA serves is disproportional to the general population with 40% Hispanic, 24% African-American, 17% Caucasian and 15% Bi/Multi-racial. Virtually all children CASA serves come from families whose income is 150% or less than the Federal Poverty Guidelines.

**b. Quantified target population unmet need(s).** According to the National CASA Association: Children without CASA involvement are spending an average of over eight months longer in care, compared to children having CASA involvement.<sup>1</sup> Statistics further show that children in foster care without CASA advocacy lag behind in school, struggle academically and are more likely to experience multiple home and school transfers. In addition, although educational challenges are not unique to children and youth in foster care, this vulnerable population faces

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<sup>1</sup> Cynthia A. Calkins, M.S., and Murray Millar, Ph.D., "The Effectiveness of Court Appointed Special Advocates to Assist in Permanency Planning," Child and Adolescent Social Work Journal, volume 16, number 1, February 1999.

additional hurdles, including multiple residential and school changes, court appearances or therapeutic or other case-related appointments that must be attended during school hours, missed school days to visit with parents and siblings, as well as a typically chaotic educational history prior to entering foster care in the first place.<sup>2</sup>

**c. Applicant's trends in target population unmet need(s).** In 2013, CASA of Travis County served 1,605 (~80%) of the 2,021 children in the care of Child Protective Services (CPS).

Although this is a 5% increase in numbers over 2012, our overall percentage (80%) has remained fairly static due to the large volume of children entering the child welfare system. We continue to work toward meeting our goal of serving 100% of all children in the Travis County child welfare system who need us.

**d. Waiting list information (if applicable).** CASA does not keep a "waiting list" *per se* of clients who wish to utilize our services; however, we currently are unable to serve every child in Travis County who needs us. In 2013, 416 children in the child welfare and/or juvenile court system were unable to receive services of a CASA volunteer or professional staff member.

**e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable).** N/A

**3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.** Of the approximately 300 youth ages 14-18 whom CASA served in 2013, we estimate that close to 20% of them had co-occurring juvenile justice cases. CASA's advocacy includes representation of their best interests within the juvenile justice setting. In fact, we are collaborating with the courts, CPS and Travis County Juvenile Probation to ensure a more effective and comprehensive means of addressing the needs of youth with co-occurring CPS and

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<sup>2</sup> The Texas Blueprint: Transforming Education Outcomes for Children and Youth in Foster Care - Supreme Court of Texas Permanent Judicial Commission for Children, Youth and Families (2012)

juvenile justice cases. Therefore, criminal history is in no way a barrier to our serving a youth, and is sometimes an even greater reason for the judges to appoint us to advocate for those youth.

**4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.**

**a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy(ies). Also describe how the alternate eligibility criteria will be**

**documented for the targeted population(s) identified in the application.** As previously approved by our current City contract manager and because the children we serve (our clients) are victims of violence and/or neglect, we are not subject to identity, residency or income requirements under the guidelines of this RFA. In addition, all of the children CASA serves are defined as having no income, and while removed from their homes and in the care of the State, are covered by Medicaid. We estimate that roughly 90% of the families from whom children in the State's care are removed are living at or below 150% of poverty, based on their eligibility for court-appointed counsel. CASA of Travis County is appointed by Travis County courts as the guardian *ad litem* for abused or neglected children in cases brought by Child Protective Services. Therefore, the eligibility of our clients is established under Texas law and determined by Travis County judges, not CASA. (Specifically, Section 107.011 of the Texas Family Code requires judges to appoint guardians *ad litem* to represent the best interests of children in cases brought by Child Protective Services; Section 107.031 of the Texas Family Code allows judges to appoint CASA programs and their volunteers to serve as those required guardians *ad litem*.) Travis County judges only have jurisdiction over children residing in Austin and Travis County who are involved in Child Protective Services cases. All of the children we serve, therefore, are eligible

for services because they are involved in Child Protective Services cases in Austin/Travis County and we have been appointed by judges to serve them. In each client's case file, we will always have the written court order from the judge appointing us to that particular case, representing the child(ren) involved in that case. This court document establishes all eligibility criteria for our clients, and would therefore be our official "record of client eligibility" required by the City. Regarding re-certification and re-verification of client eligibility: Our appointment to clients by the court lasts until the court closes the case or dismisses CASA from the case. As long as the court case continues and the appointment of CASA continues, eligibility continues under the law.

**5. Describe how the agency will ensure all four of the National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health Care are in place to ensure cultural and language differences are not a barrier to services.** Although CASA is not a healthcare provider, we do meet all four of these National Standards. CASA has bilingual staff and volunteers who work with youth who do not speak English or whose families do not speak English. These staff and volunteers communicate directly with children and families in their first language. For court hearings and other critical meetings, CPS is required to provide trained interpreters (Licensed Court Interpreters). CASA provides cultural competency training to all of our volunteers and staff and regularly offers advanced trainings, including day-long or multi-day workshops on this topic. These trainings include, for example, a day-and-a-half workshop called “Knowing Who You Are” developed by Casey Family Programs, which focuses specifically on helping youth in foster care develop a healthy sense of racial and ethnic identity. This training is mandatory for those of our staff who work directly with youth and is strongly encouraged for all of our volunteers.

## **C. Program Strategy to Accomplish the Goals**

**1. Description of Program Strategies.** CASA of Travis County serves children who have been abused and neglected through the Child Advocacy Program. The Travis County courts appoint CASA to cases of child abuse and neglect and which require intensive advocacy. Once appointed, children are assigned to Child Advocacy Specialists (CASA staff) and volunteer advocates. CASA staff and volunteers work continuously and diligently to advocate in court on behalf of all youth ages 6-21. CASA is present at all court hearings and advocates for the children, whether that be a recommendation that they be moved to a new foster home, that they receive additional or new educational services, that they attend therapy or counseling sessions, that they visit with their biological parents, or any other needs identified. CASA volunteers also write and submit court reports to the judges outlining any concerns or recommendations they have for the children. In addition to appointment as guardian *ad litem*, CASA is appointed as Education Advocate on behalf of youth in the CPS system in Travis County. This empowers CASA to effectively monitor and advocate on behalf of the educational well-being of all children in care of the State. As such, when a residential transfer occurs, CASA works to ensure a timely school transfer (if necessary) as well as that all school records are received by the new school. In addition, CASA advocates monitor any special educational needs of the student and follow up with appropriate school officials when necessary.

With attention to the specific needs of older youth, about 20% of the children CASA serves are teens ages 14-18 who are at risk of aging out of the foster care system. CASA's six Transitioning Youth specialists supervise approximately 125 volunteers who are focused on meeting the specific "life skills" needs of foster youth transitioning into adulthood. Last year, more than 300 youth received guidance, support and help through our Transitioning Youth Program.



**2. Describe how the proposed strategy(ies) reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.**

**a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.** CASA's Child Advocacy program is a Research-based model grounded in decades of child development and experiential history of success. According to the National CASA Association, low CASA caseloads mean the courts can make better decisions for children. CASA volunteers are able to provide advocacy in a one-on-one manner to a child, and can therefore give each child's case the sustained, personal attention it deserves. Children with CASA volunteers spend 7.5 months less in foster care, experience fewer out of home placements and have significantly improved educational performance. In addition, more than 90% of children with CASA volunteers never reenter the child welfare system, a significant increase over the general foster care population<sup>3</sup>. Finally, studies indicate that a child who has a CASA volunteer advocating on behalf of his or her best interest scores higher on nine protective factors: neighborhood resources, interested adults, sense of acceptance, controls against deviant behavior, models of conventional behavior, positive attitude towards the future, valuing achievement, ability to work with others and ability to work out conflicts.<sup>4</sup>

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<sup>3</sup> National Court Appointed Special Advocate (CASA) Association, 2013 National Statistics Report

<sup>4</sup> University of Houston and Child Advocates, Inc., Making a Difference in the Lives of Abused and Neglected Children: Research on the Effectiveness of a Court Appointed Special Advocate Program

Studies performed to evaluate the effectiveness of CASA representation show that CASA involvement increases positive outcomes for children, improves the representation for the child, increases services provided to children, decreases the number of foster placements, increases the rates and speed of adoption and decreases the likelihood of children re-entering the child welfare system.<sup>5</sup>

Texas Appleseed, in a report commissioned by the Texas Supreme Court Commission for Children, Youth and Families, includes as one of its recommendations after a two-year intensive study, that “every child should have a CASA volunteer”<sup>6</sup>. The report goes on to say that: “[CASA volunteers] generally provide the court with the most current, well-informed assessment of the child and [his or] her needs.”

In 2011-2012, CASA of Travis County participated in a Model Court Education Advocacy pilot program. The pilot's purpose was early intervention to address educational challenges faced by youth in care of the State, such as: lagging in academic progress due to frequent transfers; increased incidence of grade retention (being “held back”) , which is a strong dropout predictor; delayed enrollment between school transfers; higher than normal school absences; behavioral issues, suspensions and expulsions; and lower test scores and high school graduation rates. Findings and recommendations of the pilot project included: early appointment of CASA, ideally within 2-3 days of the *ex parte* hearing; enhanced communication strategies to include communication with the school counselor; and a Needs Assessment Referral in order to identify any existing unmet needs of the student and to formulate a plan for addressing them.<sup>7</sup>

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<sup>5</sup> Ibid., 121.

<sup>6</sup> Texas Appleseed, “Improving the Lives of Children in Long Term Foster Care: The Role of Texas’ Courts & Legal System”, August 2010.

<sup>7</sup> Travis County Model Court for Children & Families: Report and Recommendations from the Education Advocacy Pilot, August 2013

CASA of Travis County assures fidelity to the CASA model by adhering to and operating in compliance with standards established by the National CASA Association and Texas CASA.

**b. If the program falls into the category of "promising practice", include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation. N/A**

**3. Describe how the program strategy(ies) align with one or more of the goals outlined in Section 0500 - Scope of Work: Section 3 - Principal Objective and Goals.**

**Primary Self-Sufficiency Goal - Problem Prevention.** CASA of Travis County "deters the growth of problem conditions at the individual and community level" by advocating on behalf of abused and neglected children in the child welfare system. Our advocacy includes finding children safe and loving homes, effective medical and therapeutic care, and ensuring their educational needs are being met. Our volunteer advocates also work with teens in an effort to minimize their involvement with the juvenile or criminal justice systems, as foster youth are at much greater risk of either concurrent involvement with the juvenile justice system or later involvement with the adult criminal justice system.

**Life Continuum Goal - Youth.** In addition to their overall well-being, CASA advocates on behalf of youth ages 6-21 to ensure that their educational needs are being met while in care of the State. According to Casey Family Programs, every time a child changes schools, he or she loses 4-6 months of academic progress and can become disconnected from peers and teachers. Efforts by CASA to expedite transfers and monitor educational needs will help keep students engaged in school in order to mitigate dropout and help them successfully navigate the educational transitions associated with foster care. CASA's Transitioning Youth Program specifically provides essential advocacy and support to youth ages 14 – 18 who are poised to transition out of foster care while still in the care of the State, having never found a permanent home. Specific

Transitioning Youth goals related to the Scope of Work include increasing graduation rates for this population and helping them become "college- and career-ready and prepared for a life of learning." In addition, the Transitioning Youth Team works to educate teens about opportunities and benefits available to them as foster youth and arms them with these practical life skills and tools to "successfully transition through the educational curriculum to employment".

**4. Describe how the program strategy(ies) correspond to the Imagine Austin**

**Comprehensive Plan vision statement and one or more of its core mission statements**

**(Section 0500 - Scope of Work: Section 4 - Connection to Imagine Austin).** In keeping with Imagine Austin's statement that "leadership comes from its citizens", it is true that CASA's volunteers are the backbone of the organization. Our leadership truly comes from our volunteer advocates, all of whom are recruited from the community and empowered to serve and lead on our behalf. These volunteers are our hands and feet that enable us to fulfill our mission. In addition, the statement "Austin values and respects its people" resonates with us, as we believe we have the opportunity at CASA to help children and youth fulfill their potential by helping them find safe, stable and loving homes in which to grow and thrive.

**5. Describe any barriers and challenges the target population(s) may encounter**

**accessing services and how these barriers and challenges will be mitigated.**

CASA of Travis County provides services to all children and youth to whom we are appointed by the courts.

**6. If the proposed strategy(ies) reach individuals in multiple Life Continuum**

**categories and/or are collaborative/cooperative with other service providers, describe how**

**the proposed strategies will be implemented to successfully reach individuals in multiple**

**Life Continuum categories and/or how the proposed collaborative/cooperative will**

**successfully work together to maximize service delivery to the target populations.** There are

no formal partnerships funded under this proposal. However, CASA collaborates closely with LifeWorks, Helping Hand Home for Children, Austin Children's Shelter, Settlement Home and others. Each of these organizations provides residential services for foster youth in this same age group, so we often have common clients. When we do, we work closely with those organizations to ensure that our advocacy on behalf of mutual clients is thoroughly informed and that we are similarly sharing important information that we have with those organizations as well.

**7. Describe any barriers and challenges you may encounter implementing the proposed strategy(ies) and how you will overcome them.** Challenge: Our overall challenge for our youth ages 6-21 remains serving every child who needs us. We continue to hover at serving 80% of the children in Travis County and have set an ambitious goal of serving 100%.

Solution: We aggressively recruit CASA volunteer advocates in the community through monthly volunteer information sessions, community outreach events, and targeted media. In addition, our Volunteer Recruitment team provides focused outreach to large organizations such as private employers, faith communities, and state agencies, with the goal of engaging their employees and members as volunteers.

**8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.** We do not have any subcontractors or informal relationships for purposes of this application other than the ones noted in question #6.

**9. Describe the project activities.** CASA's Child Advocacy Program encompasses both categories we selected for our grant request: Life Continuum - Youth; and Self-Sufficiency -



Problem Prevention. We will describe the Child Advocacy Program and how it dovetails with the priorities of the City of Austin in the narrative below.

As the recently designated Educational Advocate for a child, CASA's involvement is critical when transfers and other school interruptions become necessary in the course of a placement. CASA's appointment enables us to ensure that a child's school transfer is timely; that all paperwork such as transcripts are transferred with the student; and that historical and personal records such as class photos stay intact with the child's school portfolio. The CASA volunteer advocate is often the only adult who stays with the child through the entire time the child is in care, while by contrast CPS caseworkers and attorneys often change -- sometimes multiple times. This stability means the volunteer advocate is often the adult most aware of the child's educational needs and what is in their best interest, and therefore the adult best suited to make meaningful recommendations to the judge regarding decisions about a child's education. Among the activities CASA staff and volunteers engage in are those that a child's parent might normally take on to support their own child:

- train to become an official "surrogate parent" in the eyes of the school district, which enables the advocate to make official decisions regarding the child's education.
- request an evaluation by the school to determine a child's educational needs and what education services the child qualifies for.
- attend regular meetings with the child's current guardian, teachers and administrators to monitor and determine how best to meet all of a child's educational needs.
- request and monitor report cards and attendance records, and report this information to the judge.
- visit the child in the classroom and communicate with teachers regarding behavior issues.

- act as liaison between teachers and therapists to share behavioral concerns and coordinate strategies for improving behaviors.
- provide information to school employees on resources for educational and behavioral services available to the child in the community.

The judges rely heavily on the recommendations of CASA because they know that we represent only the children and have their best interests at heart. A Texas CASA Judicial Survey showed that 94% of judges say that having a CASA advocate on a child's case provides a better opportunity for a positive outcome. Judges also reported (63%) that the information CASA presents in court frequently influences their court orders.<sup>8</sup> This means that CASA can provide the court with new or additional information that CPS or attorneys cannot provide, allowing the judges to make the most informed decisions possible for the children.

The services CASA volunteers and staff provide extend far beyond the courtroom into every aspect of a child's life. Not simply a courtroom representative, a CASA advocate is a case monitor to ensure court-ordered services are followed; a liaison to facilitate communication and interaction between parties and governmental offices; and a continual resource to identify, recommend and secure services from other community providers or organizations.<sup>9</sup> Studies performed to evaluate the effectiveness of CASA representation show that CASA involvement increases positive outcomes for children, improves the representation for the child, increases services provided to children, decreases the number of foster placements, increases the rates and speed of adoption and decreases the likelihood of children re-entering the child welfare system.<sup>10</sup>

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<sup>8</sup> Office of Survey Research, *Texas CASA Judicial Survey: Executive Summary*, The Annette Strauss Institute for Civic Participation, the University of Texas at Austin (2008, unpublished).

<sup>9</sup> Pat Litzelfelner, "The Effectiveness of CASAs in Achieving Positive Outcomes for Children." *Child Welfare* 79, no 2 (2000): 112.

<sup>10</sup> *Ibid.*, 121.

CASA volunteers are recruited from the community to provide support and advocacy to children. All volunteers must pass the standard CASA volunteer application and training program, which includes criminal background checks, reference checks, and 39 hours of classroom training and court observation. Once volunteers complete the training program, they are sworn-in by a judge to protect and promote the best interest of each child they will represent. Each volunteer is assigned to a professional Child Advocacy Specialist on the CASA staff who will offer ongoing support and guidance as the volunteer works on a case. Volunteer advocates spend an average of 20 hours each month for at least one year working with or on behalf of a child. CASA staff and volunteers continually connect with those involved in a child's life and make independent and informed recommendations to help the judge make decisions in the child's best interest. As court appointed guardians *ad litem*, CASA staff and volunteers are empowered to speak with a child's teachers, counselors, doctors, parents, foster family, and anyone else the child comes into contact with.

CASA's six Transitioning Youth Specialists specifically support youth ages 14-18 who are at risk of aging out of the foster care system. The Transitioning Youth Team provides youth with unparalleled services and opportunities. The Team supervises specially-trained volunteer advocates who work intensively with youth to make sure they are prepared to leave foster care and live successful, productive and independent adult lives. In addition to the advocacy described above, the Transitioning Youth Team focuses on three service areas vital to this age group: Education, Preparation, Connections.

1. Education – Provide youth viable educational options by developing relationships with different high school, college, GED and vocational education resources. Most young people aging out of the foster care system are unaware of the educational services available to them

through state and federal programs. CASA advocates fill this void by making sure youth not only know about the resources available to them, but are able to obtain those services. For example, many youth about to graduate high school are unaware of college application procedures or tuition vouchers for which they may qualify as “foster care alumni.” Our staff and volunteers help guide youth through the process to make sure that they do not miss opportunities simply because they are unaware or confused by paperwork.

2. Preparation – Ensure youth have the basic documents and life skills they need to live independently. For example, youth receive information on how to open bank accounts, prepare job resumes and applications, apply for housing and obtain a driver’s license. CASA volunteer advocates also work with youth to write their Transition Plan – a document that defines their goals for adult life, identifies actions they will take to obtain those goals, and a timeline to guide them successfully. CPS caseworkers often only have time to give a youth the 20+ page Transition Plan document and only suggest that they read it and start filling it out. At about six-month intervals they may check to see the youth’s progress. Our Transitioning Youth Specialists and volunteers not only participate in formal transition plan meetings (often known as "Circles of Support") but also actually sit down with the youth at regular visits to review their Plan, helping the youth understand its purpose and value.

3. Connections – CASA works to locate at least three adults for each youth who will provide a lasting healthy relationship beyond foster care, into adulthood. In addition to locating safe family members, CASA works to facilitate and encourage healthy connections with other supportive adults who can assist in building life skills such as teachers, coaches, mentors and clergy.

**10. For Applicants proposing homelessness prevention and/or homeless intervention services. N/A**

#### **D. Performance Measures - Impact on the Goals**

Applicants must use Section 0640 - Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

- 1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.**

##### **Output Measures**

- 1. Number of unduplicated clients served per 12-month contract period.**
- 2. Number of unduplicated clients served during the initial 36-month contract period.**

For our two output measures, we are counting: unduplicated youth in the foster care system between the ages of 6 and 21 to whom CASA is appointed by the courts and the number of those youth to whom we are able to assign a trained CASA volunteer as the advocate.

##### **Outcome Measures**

- 1. Percent of children and youth who progress to the next developmental or academic level.** To measure this outcome, we will count and record in our database at CASA on a quarterly basis the status of our clients educationally and developmentally. We record whether there has been an improvement or decline since the last quarter. We will count the number of youth clients, ages 6-21, whose educational or developmental status has improved and calculate the percentage of the total number of youth ages 6-21 served.
- 2. Percent of individuals who demonstrate improved life skills and/or knowledge.**

To measure this outcome, we will count the number of youth clients, ages 14-18 who, by the time their legal case closes, has participated in at least one "Circle of Support" or other transition plan meeting to develop a plan for independence. We will make this count of closed cases during



the reporting period and calculate the percentage of closed cases where the youth has participated in at least one of these important meetings.

**E. Service Coordination**

**1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy(ies) in order to minimize duplication and maximize client access to services.**

CASA is the only service provider fulfilling the specific and unique role of guardian *ad litem* for children and youth who have been abused and neglected. We are also the only agency to provide individual, one-on-one advocacy to children in the foster care system - oftentimes the one entity in the child welfare system that can be counted on to be a constant and consistent presence for a child throughout the process.

**2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?**

CASA collaborates with many local providers to provide the most complete continuum of care to children and youth, including Travis County Courts and Juvenile Probation, Child Protective Services (CPS), Austin Children's Shelter, LifeWorks, Helping Hand Home, SafePlace, Settlement Home and the Center for Child Protection, among others. We also are involved in several community task forces, including the Travis County Disproportionality Advisory Board, Ready by 21 Coalition and Foster Care Alumni. The Executive Director of CASA is a member of the executive committee of the Travis County Model Court for Children, Youth and Families.

**3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.** The Travis County courts and CPS are essential partners for delivery of services to our clients/children. Because all of the

children we serve are involved with these entities, our partnership with these agencies is imperative.

**4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.** Many of our children are in temporary placements such as foster homes or with relatives where this type of public support is essential. Trainings are offered regularly at CASA to familiarize volunteers and staff with the ways to access these services. Advocates work diligently to uncover resources for children and youth, and assist caregivers in accessing these services. Some of these needed resources may include Medicaid assistance, SNAP (Supplemental Nutrition Assistance Program) benefits, PAL (Preparation for Adult Living) classes for youth offered through CPS, and WIC (Women, Infants and Children) benefits for new and expectant mothers.

**5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.** N/A

**6. For Applicants proposing homelessness prevention and/or homeless intervention services:** N/A

**F. Community Planning Activities**

**1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.** The Executive Director of CASA is a member of the executive committee of the Travis County Model Court for Children, Youth and Families. In

addition, CASA participated in the Model Court Education Advocacy Pilot, and as a result was designated as the court's official Education Advocate.

**2. Describe Applicant's involvement in any other relevant community planning**

**activities.** CASA's current community involvement includes key participation in an initiative called the Travis County Collaborative for Children. This is a community-wide effort by courts, educators, social service professionals and others on healing child victims of trauma. In addition, CASA is a member of the Travis County Family Drug Treatment Court Advisory Committee and is a participant in the planning of the Travis County Crossover Court for children and youth in both CPS and juvenile justice settings.

**G. Overall Evaluation Factors Regarding Applicant**

**1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.**

Between 2009-2013, CASA of Travis County has held contracts with the following entities:

**Texas CASA --** a) Crime Victims Compensation: State funding originates at Office of the Texas Attorney General and is distributed by Texas CASA. b) Victims of Crime Act: Federal funding. Originates in Texas, at the Governor's Office Criminal Justice Division (CJD) and is distributed by Texas CASA. Contact: Glenn Brooks, Grants Director, 512-473-2627.

**Travis County Health & Human Services --** a) Health & Human Services (General) b) Crime Victims' Fund c) Children's Continuum - Drug Court: This is a sub-contract through the Drug Court for a portion of a federal contract. d) Trauma-informed advocacy - Crossover Court: This is a sub-contract for state funding through Travis County Juvenile Probation. Contact: David Walch, Contract Specialist, 512-854-4122.

**City of Austin Health & Human Services --** This funding currently supports our Transitioning Youth Team. Contact: Willie Williams, Liaison/Contract Manager, 512-972-5018.

**Office of the Attorney General of Texas - Other Victims' Assistance Grants (OVAG) --**

From CVC funds administered directly by the Office of Attorney General. Must fund services to victims of crime. Contact: Margie Fernandez-Prew, Grants Supervisor, 512- 936-1661.

**National CASA --** Federal funds administered by National CASA. Contact: Paige Beard, Regional Program Officer, 800-628-3233, ext. 241.

**a. The Applicant must describe any relevant City of Austin Health & Human Services Department funding received within the last five (5) years.** We have been receiving funding from the City of Austin since April 1, 2011. The total amount funded is \$125,000 which supports our Transitioning Youth Services program.

**2. Describe experience within the last five (5) years working with the target populations proposed in this Application.** CASA of Travis County has been serving youth of all ages, including the target population, who are victims of abuse or neglect since 1985.

**3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.** CASA of Travis County has been providing child advocacy/guardian *ad litem* services as described in this proposal since 1985. This is our core mission and service. In the past five (5) years, our services have grown exponentially. In 2009, the Travis County judges who hear CPS cases saw approximately 1,417 child victims. Last year, in 2013, that number was 2,021 - an increase of 43%. CASA of Travis County's appointments to these children and youth have increased proportionally. In 2009, CASA was appointed to 1,106 children; in 2013 this number grew to 1,605 - a 45% increase in services. Our volunteer pool has grown to help fill this need, from 444 in 2009 to 593 in 2013.

## **H. Data Management and Program Evaluation**

### **1. Describe past successes with data management and reporting, including past**

**experience utilizing an electronic data system.** We currently utilize an electronic data system developed specifically for CASA programs. We use this system to track and report data both internally and externally, in individual cases to the courts and in the aggregate to funders and the community.

### **2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure**

**corrective actions will be effective.** CASA uses a specialized database to track and record volunteer, child and case information. The database allows us to manage vital case information, produce activity reports, evaluate program effectiveness and measure outcomes for the children we serve. CASA staff and volunteers review the progress of each child quarterly and determine if a child has improved, regressed or stayed the same in their legal, placement, educational, therapeutic and/or medical situations. CASA also provides the status and progress of individual children to judges in frequent court reports, along with concerns and recommendations we have for those children based on our assessment of their best interest. On a monthly basis, these statistics and outcomes are reported to the Program Director, the Executive Director and the Board of Directors. In addition, every three years Texas CASA performs an on-site audit to ensure we meet state and national CASA standards of advocacy.

### **3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner. N/A**

### **4. For Applicants proposing homelessness prevention and/or homeless intervention:**

N/A



## **I. Staffing Plan**

- 1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy(ies).** CASA of Travis County currently employs a staff of approximately 45 (FTE 45.26). Our Executive Director leads the administrative and planning functions of the organization and reports to the Board of Directors. She directly supervises the Program Director, who in turn supervises the child advocacy and volunteer recruitment and training components of the organization. Roughly 24 FTE's, made up of Child Advocacy Specialists and programmatic leadership and report functions, constitute the staffing team for this project. The 14 Child Advocacy Specialists and two Team Leaders (who supervise them) represent 60% of our service delivery team; 60% of the clients we serve are in the 6-21 age group targeted by our proposal. A Child Advocacy Specialist (CAS) is a CASA professional staff member whose role is to supervise and support 15-20 trained community volunteers who together advocate on behalf of 40-60 abused and neglected children. This is the core of our work at CASA and all other functions support the work of this Child Advocacy Team.
- 2. Using Section 0645 - Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.**
- 3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.**

## **Part II - Cost Effectiveness**

- A. Budget - Attach Section 0650 Program Budget & Narrative**
- 2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990.** Fundraising/Administrative Percentage = \$147,072 (Mgmt/Gen.

Expenses) + \$378,780 (Fundraising Expenses) = \$525,852 / \$2,815,433 (Total Revenue) = .1867  
x 100 = **18.7%**

## **B. Cost per Client**

**1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.** Our target population under this grant proposal: Children/youth ages 6-21 = 961 (last 12 mos.) total served/year; The City request is \$100,000.

All clients served in target population = 961. *Cost per City client* =  $\$100,000 / 961 = \mathbf{\$104.06}$

**2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.** Our target population under this grant proposal: Children/youth ages 6-21 = 961 (last 12 mos.) total served/year; Program Budget is \$1,506,532. All clients served in target population = 961. *Cost per client, all funding sources* =  $\$1,506,532 / 961 = \mathbf{\$1,567.67}$

**3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.**

- Number of youth ages 6-21 whose educational or development status has improved:  
*Calculation: Total City funds - \$100,000 / 720 youth goal = \$138.89 per client*
- Total number of youth ages 14-18 who participated in at least one transition plan meeting by the time their legal case closed:  
*Calculation: Total City funds - \$100,000 / 62 youth goal = \$1,612.90 per client*

**4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.** The work CASA does with youth in the foster care system is intensive, comprehensive, and long-term. Some youth may stay in the system for many years, and CASA advocates for them the entire time. Many youth have serious challenges and barriers to

successful aging out that require in-depth and time-consuming advocacy. CASA is able to perform our advocacy at a cost dramatically lower than private guardians *ad litem* paid by the hour because we leverage the time donated by our trained volunteers.

**5. Describe the return in investment/social impact the proposed strategy/strategies will**

**make.** CASA believes that one-on-one advocacy, speaking up on behalf of children and giving them a voice in their own lives, is the most powerful action we can take to change the future for our youth and our community. Others agree with us. This program is so highly regarded that other CASA agencies use it as a model and have solicited our help in developing their own programs. In addition, our judges and local child protection court system are a national model of innovation to meet the needs of children and families. Our judges want CASA on every case--not just 80% of them. Additionally, the nearly 600 community volunteers who advocate for children each year with CASA become powerful and knowledgeable advocates for changes in our city that will improve the lives of children and their families.

**C. Program Funding Summary - Section 0655**

**Part III - Local Business Presence - Section 0605**

## **Part IV - Bonus Evaluation Points**

### **C. Healthy Services Environment**

CASA of Travis County intends to implement the following Healthy Services Environment policies prior to October 15, 2015: Tobacco-Free Campus; Mother-Friendly Workplace; Employee-Wellness Initiative; and Violence Prevention Policy. The Executive Director and the Director of Finance and Operations will ensure the implementation of these policies. CASA will utilize the services offered by the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program for technical assistance in crafting the Tobacco-Free Campus policy, the Mother-Friendly workplace policy and the Employee Wellness Initiative.

**Memorandum of Understanding**  
**Texas Department of Family and Protective Services, Child Protective Services Division**  
**and**  
**Texas Court Appointed Special Advocates**  
**November 2013**

**I. Overview**

The purpose of this Memorandum of Understanding (MOU) is to define and foster a collaborative working relationship between Court Appointed Special Advocate programs throughout the state, hereafter referred to as CASA, and the Texas Department of Family and Protective Services, Child Protective Services Division, hereafter referred to as CPS. This agreement establishes consistent policies and procedures that enhance the working relationship between CASA and CPS programs. The parties expect that the protocols within this document will be adhered to and enforced by state and local leadership.

**II. Respective Roles – CPS and CASA**

CPS is statutorily required to investigate allegations of abuse and neglect of children in Texas, and, when appointed as the managing conservator for a child being brought into the state's care on a temporary or permanent basis due to abuse or neglect, to act in the child's best interest regarding decisions of placement, education and medical care, services for the family, permanency planning, and others.

CASA volunteers are appointed to provide advocacy and best interest representation for children in the care of CPS whose families are involved in a CPS case. CASA programs adhere to standards promulgated by National CASA and Texas CASA. The minimum expectations of service for CASA volunteers are outlined in this agreement under CASA responsibilities.

**III. Appointment of a CASA**

Judges can appoint CASA at any point in the case: the ex parte hearing, adversary hearing, status hearing, initial permanency hearing, permanency hearing or review hearing. Typically, most CASA appointments are made at the ex-parte or 14-day adversary hearing. CASA's appointment to the case continues until the case is closed by the court or CASA is removed from the case by a court order. In extended jurisdiction cases when a youth who has turned 18 agrees to remain in care and indicates a desire in writing for his or her CASA to continue, CASA appointment will continue. Local CASA programs who do not have the volunteer capacity to accept all case appointments will work with local courts to determine a process for selection of cases for CASA appointment.

CASA may also be appointed by a judge to a juvenile or cross-over case or a court-ordered services case. CASA's appointment in these types of cases also continues until the case is closed or CASA is dismissed by court order.

**IV. Local CASA – Program Courtesy Assistance**

Given the vast geographical area of the state, local CASA programs will, as resources and local program policies permit, provide assistance to each other in fulfilling their responsibilities on a case. The local CASA program will notify the CPS caseworker when courtesy assistance is requested and provided and will notify the CPS caseworker when the courtesy assistance concludes.

**V. CASA Responsibilities**

- A. Notification of Appointment:** CASA will provide timely written notification of appointment to CPS, the attorneys, parents, and all other parties to the case in a manner agreed to locally. This notification will identify the CASA staff and CASA volunteer advocate assigned to the case and will provide contact information for both.
- B. Obtaining Court Order to Access Child Files:** In cases where the CASA is not appointed Guardian Ad Litem (GAL) by the court, the CASA program shall seek a court order to gain access to the child's records. A sample Order of Appointment is attached.
- C. Assist in Identifying the Child's Best Interest:** In a timely manner after appointment, and throughout the case, CASA shall review all records and documents permissible by law, court order or this MOU. CASA will interview the child, parents, social workers, teachers, and other persons to determine the facts and perspectives of the child and the child's situation.
- D. Maintain Regular Contact with the Child**
  - i. CASA volunteers will meet in person with the child as required by CASA standards.
  - ii. While CASA and CPS may visit together, it is expected that both will visit the child separately the majority of the time to gain an independent perspective. CASA will continue to visit the child according to CASA standards until CASA is dismissed from the case.
  - iii. The CASA program will assure only qualified trained volunteers and staff will have contact with the child assigned to the CASA program.
  - iv. CASA will have other types of age-appropriate contact with the child, including telephone calls, emails, video-conferencing, and/or letters, as applicable for the child's age and interests.
- E. Transportation of Children:** If a local CASA program's policies allow CASA to transport children, the CASA will secure written permission for transporting the child from the CPS caseworker.
- F. Represent the Child's Best Interest**
  - i. Ensure that a Case Plan, Education Portfolio and Health Passport have been created and maintained for the child.
  - ii. Provide input for the Health Social Educational and Genetic History report (HSEGH), profile in TARE, Life Book, targeted recruitment and preparation for adoption.
  - iii. Participate in Permanency Planning Meetings, Transition Planning Meetings, Discharge Planning Meetings, and Adoption Selection Staffing. Participate in the Family Group Decision-Making Meetings (Family Group Conferences, Family Team Meetings and Circles of Support) per protocol. CASA may assist CPS in the engagement of family members and children in Family Group Decision-Making Meetings.
  - iv. The CASA volunteer and CASA Supervisor will review home studies of prospective adoptive families that are determined eligible by CPS and will be invited to participate in the selection staffing for the child or children. CASA will offer an opinion as to appropriateness of a potential family to CPS and the court.
  - v. Appear at all hearings to advocate for the child's best interest and permanency. Provide testimony when necessary, making recommendations for specific services



for the child and, when appropriate, the child's family. Provide written court reports for all regularly scheduled hearings.

- vi. Participate in mediation regarding access to, conservatorship of, or any other issue regarding the child.
- vii. Report on the progress of the Child and Family Service Plan(s).
- viii. Review the medical care provided for a child and seek to elicit, in a developmentally appropriate manner, the child's opinion on the medical care provided.

**G. Confidentiality:**

- i. All information and records regarding the case will be kept confidential. Local CASA programs will have board-approved written policies and procedures in place to assure confidentiality of case information and records.
- ii. If sharing confidential information with outside parties such as foster parents and placements, schools and health care providers is necessary for the care and protection of the child, the information shared should always be the minimum necessary for the care and protection of the child and follow CPS and/or CASA policies.
- iii. Once a case is closed and/or CASA is dismissed, CASA will assume full responsibility for ensuring all CPS records in their possession are either destroyed or kept in safe, secure storage for a time determined in writing in the local program board-approved policies.

- H. Notification of CASA Dismissal:** When CASA is dismissed from the case prior to the case being closed, CASA will provide written notification of dismissal in a timely manner to CPS, the attorneys, parents and all other parties to the case. When CASA is dismissed at the same time the case is closed, CASA will provide written notification of dismissal to parents, kinship or adoptive placements.

**VI. CPS Responsibilities**

**A. Access to the Child's Records and Information**

- i. **Provision of Hard Copy Files:** In a timely manner after CASA appointment to a case, CPS will provide to CASA a hard copy of the Child and Family Service Plans, Permanency Progress Reports, Placement Review Reports, and any reports filed with the court. CASA may also obtain such records from the court.
- ii. **Review of Other Records:** CPS will make available to CASA, in a manner agreed to locally, other records as permissible by law and/or court orders, including medical and mental health records (which may include psychological or other assessments of the child and therapy notes regarding the child). CPS will only make available a child's drug/alcohol treatment records if the child has specifically consented to that disclosure by signing and authorizing the disclosure on the required consent form.
- iii. **Electronic Access to Records:** Each local CASA organization shall have electronic access to the health passport for children assigned to that local organization's staff or volunteers. Upon the development of an internet application allowing a CASA representative to access a child's case file through the DFPS IMPACT database and add the advocate's findings and reports to the child's case file, a CASA representative will have access to the database in accordance with HHSC rules adopted pursuant to statute.

iv. **Access to Parent Records:** CASA will be granted access to parent records when a court order specifies that such a release of records is permissible, or upon a signed parental release.

B. **Access to Child:** CPS will provide information to CASA about the child's placement, including all contact information, location and address, in a timely manner following CASA's appointment to the case. CPS will ensure access to the child to facilitate the in-person visits or other types of appropriate communication between the CASA and the child, and will ensure contracted residential providers are aware of these requirements.

C. **Notifications and Invitations:**

**Notifications:**

- i. CPS will provide notice to the CASA program of all hearings and intent to non-suit in a timely manner. CPS will provide CASA with a copy of the Parent-Child Visitation plan when the plan is developed, as well as any changes or updates to the plan.
- ii. CPS will notify CASA of planned mediation.
- iii. If a youth is involved in the juvenile justice system or juvenile hearings, CPS will notify CASA of these hearings.
- iv. CPS will notify CASA upon receipt of a provider's notice to end placement. CPS will consult with a child's CASA volunteer in making placement decisions. In cases of emergency placements where there is not time for consultation, CPS will notify the CASA as soon as possible after the change, but in no case later than three working days after the emergency placement change.
- v. CASA will provide in writing information about the child's needs to be attached to the Common Application and provided to the Child Placement Unit to assist in finding the most appropriate placement for the child

**Invitations:**

- vi. CPS will invite CASA to participate in Permanency Planning Meetings, Transition Planning Meetings, Discharge Planning Meetings, and Adoption Selection staffing. CPS will invite CASA to participate in Family Group Decision-making Meetings (Family Group Conferences, Family Team Meetings, and Circles of Support) per protocol. CASA may assist CPS in the engagement of family members and children in Family Group Decision-making Meetings. Invitations shall occur as soon as possible after the meeting is scheduled.
- vii. The CASA volunteer and the CASA Supervisor shall be invited by CPS to participate in the mediation process when CPS is the party responsible for issuing invitations.

VII. **General Provisions Applicable to Both Parties**

**CASA and CPS will:**

A. **Share Information:** Share records and information in accordance with law and court orders. CASA and CPS acknowledge that collaboration throughout the life of a case helps to ensure the child's continued safety, well-being, and opportunities for permanency. CASA and CPS acknowledge that information sharing benefits children. Information sharing and communication helps to prevent disagreements that may impede the progress in meeting the needs, assuring the well-being and safety of the child. It also helps to secure the best and most timely permanency outcome for the case.

Unless limited by court order, areas of information-sharing may include:

- i. identification of relative(s) and fictive kin;
- ii. issues regarding visitation;
- iii. child's placement and the placements' ability to meet the child's need for safety, well-being and permanency;
- iv. child's education, including special education Admission, Review and Dismissal (ARD) meetings; the name and contact information of the education decision-maker and/or special education decision-maker (surrogate parent); and other important education information, meetings, events or activities;
- v. child's diagnosis of physical or mental illness and any therapeutic interventions, including psychotherapy or prescribed medication; the name and contact information of the person authorized to consent to medical care on behalf of the child, and records and notes, including therapy notes;
- vi. identified needs of the child or family and progress or assistance provided in the plan of service to meet these needs; information sharing in development of service plans and amendments to service plans and visitation plans;
- vii. post-termination of parental rights adoption preparations, search and progress;
- viii. supports for transition from care into independent living; and
- ix. home studies of potential placements, foster, relative and adoptive placements selected by CPS as being eligible for consideration.

**B. Communicate with Necessary Parties**

- i. **CPS Caseworker and CASA:** Will communicate with one another after initial appointment and at least one time per month for the duration of the case.
- ii. **Current Primary Caregiver:** Meet in person with the child's current primary caregiver in a timely manner after placement occurs, and communicate with the caregiver at least once a month.
- iii. **Court:** Inform the court promptly of important developments in the case through appropriate means as determined by court rules and statute.
- iv. **Other Parties:** Interface with the mental health, medical, legal, educational and other community systems to advocate for the child's best interest. CPS and CASA will work collaboratively to ensure that foster parents, kinship providers, schools, child placing agencies and others providing services have the records needed to appropriately provide services and assistance. Confidential information should be shared to the minimum extent necessary to care for the child.

**C. Search for Family/Fictive Kin:** Work together to identify as many family members and fictive kin as possible for a child. CASA and CPS will share results of diligent search activities, case mining and family-finding and engagement efforts.

**D. Encourage Self-Advocacy for Children and Youth:** Encourage children and youth to advocate for their rights as well as ensure that the system respects and enforces their rights. CASA and CPS shall ensure children have been provided information about their rights as outlined in the Rights of Children and Youth in Foster Care "Bill of Rights" as required by CPS licensing standards and the residential contract provisions.  
[http://www.dfps.state.tx.us/Adoption\\_and\\_Foster\\_Care/About\\_Foster\\_Care/rights.asp](http://www.dfps.state.tx.us/Adoption_and_Foster_Care/About_Foster_Care/rights.asp)

**E. Encourage Youth Participation:** Encourage youth participation in court through attendance in person, and, if in person attendance is not possible, by teleconference. CASA and CPS shall also encourage youth to communicate their needs, desires and wishes with the court.

- F. Submit Court Reports:** Provide written court reports for regularly scheduled hearings – Adversary, Status, Initial Permanency, Permanency, and Placement Review hearings. These hearings are usually scheduled in advance and will allow time for CASA and CPS to discuss critical information each considers important to include in a court report. Prior to court hearings and preparation of written court reports, the CPS caseworker and the CASA volunteer should communicate and share information regarding recommendations related to placement, visitation, permanency and concurrent plans, and provision of services.

It is expected that CASA and CPS may have different recommendations in written court reports. Collaboration, discussion and sharing of information prior to the submission of reports to the court are important and should promote better outcomes for children.

CPS shall provide to CASA copies of its written court reports ten calendar days prior to a court hearing as required by the Texas Family Code. CASA shall provide copies of its written court reports to CPS as soon as possible, but not later than five calendar days prior to a court hearing.

Local jurisdictions will agree upon the method by which these court reports will be shared.

- G. Cross-Train:** Work together on a statewide and local level to develop opportunities to share training information or participate together in training. Knowing Who You Are and Permanency Values training are examples of good co-training opportunities. CPS will request local CASA participate in new caseworker training. CASA will request local CPS participate in new volunteer training.

- H. Address Disproportionality:** Will create collaborative efforts to address the issue of quality service for all children with the goal of positively impacting the mental health and well-being of children in foster care. Joint training opportunities to examine the issues of racial identity and disproportionality will be explored.

- VIII. Resolution of Conflicts:** CASA and CPS will work together to address conflicts and seek resolutions. Should disagreements and/or grievances occur between CPS and CASA on a case, the issues should be brought to the attention of the CPS Supervisor and the CASA Supervisor by the CPS case worker and the CASA volunteer. With the CPS and CASA Supervisors' assistance, the CPS Caseworker and the CASA volunteer should attempt to resolve these concerns. If resolution cannot be reached, the CPS Supervisor and the CASA Supervisor will take steps to resolve the concerns. If no resolution is reached, CPS will enlist the assistance of individuals according to the appropriate chain of command (i.e., Program Director, Program Administrator, Regional and/or State-level Directors) and the CASA Supervisor will enlist the assistance of individuals according to the appropriate chain of command (i.e., local CASA Program Director, Executive Director and/or Texas CASA) to resolve the issue.

**IX. Terms of Agreement**

- A. Effective Date:** This agreement is effective upon signatures of the undersigned parties and will remain in effect until it is:

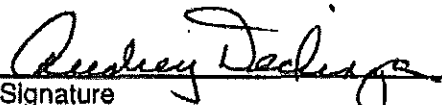
- i. Modified by agreement between Texas CASA and CPS; or
- ii. Terminated by either party. Either party may terminate this agreement without cause by giving the other party written notice of termination.

B. **Review of Agreement:** Local CASA and CPS programs will review this agreement every two years and sign and re-commit to the working relationships outlined in this document.

**Local Procedures:** Local CASA and CPS offices may develop procedures consistent with this MOU in order to implement the requirements of the MOU in a way that enhances the parties' collaborative partnership but does not change the substantive provisions of the MOU. Informal local agreements regarding the methods by which the parties will communicate and collaborate that do not decrease collaboration or access outlined in this MOU do not require prior approval from the state CASA or DFPS office. Formal addendums that modify substantive provisions or policies outlined in this state MOU will require review by Texas CASA and approval from DFPS state office.

C. **Judiciary:** The parties agree that both local CASA programs and local CPS offices should provide a copy of current signed agreements to the judiciary responsible for hearing child abuse cases in their region, and, if possible, meet annually with all judges to further communication and collaboration with a goal of improving service and assistance to child victims and their families.

**Texas Department of Family and  
Protective Services**

  
Signature

Printed Name: AUDREY DECKINGA  
Title: ASSISTANT COMMISSIONER  
for CPS

11/15/13  
Date

**Texas/Court Appointed Special  
Advocates**

  
Signature

Printed Name: Vicki Spriggs  
Title: CEO

November 15, 2013  
Date

**Attachments:**

- I. Local Program Signature Page
- II. How Information Will be Provided
- III. Sample Order for GAL Appointment
- IV. Sample Order for Volunteer Advocate Appointment

Local Program Signature Agreement Page

The representatives from CPS and CASA named below have met and reviewed the statewide Memorandum of Understanding (MOU) between the Texas Department of Family and Protective Services, Child Protective Services Division and Texas Court Appointed Special Advocates (CASA) that was adopted November 2013.

Local CASA and CPS programs will review this agreement every two years and re-commit to the working relationship.

We (CPS and CASA) understand that no modifications can be made to the adopted statewide MOU. We may develop procedures that are consistent with this MOU in order to implement the requirements of the MOU in a way that enhances the parties' collaborative partnership but does not change the substantive provisions of the MOU. Informal local agreements regarding the methods by which the parties will communicate and collaborate that do not decrease collaboration or access outlined in the MOU do not require prior approval from the state CASA or DFPS office. Formal addendums that modify substantive provisions or policies outlined in the state MOU will require review by Texas CASA and approval from DFPS state office.

Texas Department of Family and  
Protective Services/CPS Representative

\_\_\_\_\_  
Signature

Printed Name:

Title:

Counties Represented:

\_\_\_\_\_  
Date

Texas Local CASA/Court  
Appointed Special Advocate  
Representative

  
Signature

Printed Name: LAURA D. WOLF

Title: EXECUTIVE DIRECTOR

Local CASA Program Name:

CASA of Travis County

Counties Represented:

Travis

  
Date



**ATTACHMENT II**  
**How Information Will be Provided**

<b>Information Type</b>	<b>How Information Will be Provided</b>
Child and Family Service Plans	Hard copy provided by CPS, or by other agreed-upon secure method.
Education Portfolio	Access at child's placement.
Health Passport	Electronic access provided to certain CASA staff representatives.
Documents filed with court	Hard copy provided by CPS, or by other agreed-upon secure method.
Caseworker narratives	Access in CPS office.
Psychological/therapy notes of child	Access in CPS office, by other agreed-upon method, or as court requires.
Home studies	Access in CPS office, by other agreed-upon method, or as court requires.
Common Application for Placement	Access in CPS office, by other agreed-upon method, or as court requires.
Psychological/therapy notes of parent	Only provided if parent consents and/or court requires.
Drug/alcohol records of child	Only provided if child consents.
Drug/alcohol records of parent	Only provided if parent consents.

Memorandum of Understanding  
Between the 126<sup>th</sup> Judicial District Court of Travis County  
And CASA of Travis County

In order to document the understandings between the 126<sup>th</sup> Judicial District Court of Travis County, Texas ("the Court") and CASA of Travis County ("CASA") as pertain to the administration of civil Child Protective Services cases, the undersigned state the following as their intentions:

CASA will provide *guardian ad litem* (GAL) representation, as outlined in the Texas Family Code, to the children in all civil cases brought by Child Protective Services to which CASA is appointed by the Court.

CASA will keep the Court informed as to initiatives and/or challenges associated with its provision of GAL representation or other aspects of its program, including its progress toward sufficient volunteer and staff capacity to accept appointment to 100% of Child Protective Services cases.

In order to provide GAL representation, CASA will recruit, screen and train community volunteers who will make informed recommendations to the Court as to the best interests of the children to whom they are appointed. CASA will further provide consistent and effective professional supervision and will endeavor to assure the highest-possible quality of GAL representation at all times.

CASA will comply with state and national standards addressing the proper administration of a CASA/GAL program. Further, CASA will comply with all standing orders and other direction of the Court, such as those related to placement of children and related to requests for Court reviews when child safety may be at risk or when court orders are not being followed. CASA will strive to meet the Court's expectations in each case to which it is appointed.

CASA will ensure that all CASA volunteers, following their completion of CASA training, will sign the Volunteer Oath before accepting appointment to a case.

CASA will participate in the activities of the Travis County Model Court for Children, Youth and Families to the best of its ability.

The Court supports the continuation and further development of the CASA program in Travis County.

The Court will assist with the formal swearing-in of new CASA volunteer advocates on a quarterly basis and will assist as appropriate with program development and training.

The Court will appoint CASA of Travis County as *guardian ad litem* in Child Protective Services cases.

As reflected in standing orders and other communications to parties in Child Protective Services cases, the Court supports CASA's role, as GAL and one of the child advocates, to concur with or refuse to concur with changes to children's placements and to request Court review of proposed placement changes or other issues that, in the judgment of the GAL, require the Court's attention.

It is the intention of the undersigned that this Memorandum of Understanding should be reviewed annually but can and should continue in effect until superseded by a subsequent Memorandum.

For the 126<sup>th</sup> Judicial District Court, Travis County

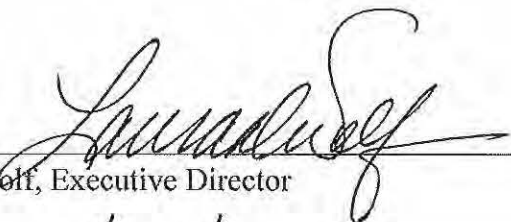


The Honorable Darlene Byrne, Presiding Judge

Date:

March 19, 2013

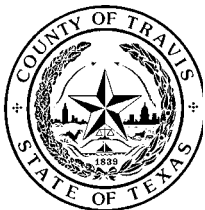
For CASA of Travis County



Laura D. Wolf, Executive Director

Date:

3/20/13



## Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767  
(512) 854-4100 Fax (512) 854-4115

September 5, 2013

Jessica Blacklock, Board President  
Court Appointed Special Advocates of Travis County - CASA  
7701 N. Lamar Blvd. Suite 301  
Austin, TX 78752  
Via Email: [jblacklock@pottsblacklock.com](mailto:jblacklock@pottsblacklock.com)

### Re: 2013 Travis County Monitoring Visit, Contract #PS090094RE

Dear Ms. Blacklock:

We conducted a monitoring visit of the contract mentioned above on May 22<sup>nd</sup>, 2013. The review included an administrative, financial and program performance review of the Child Advocacy program.

We identified an issue that requires attention:

**Finding #1:** During our review we found that CASA does not have a client grievance procedure as required by your Travis County contract. Below is the section of the contract specifying the requirements for a client grievance procedure:

#### 14.2.2 Grievance Policies.

a. Procedure. Contractor shall, and shall require all Subcontractors to, have in place an appropriate written grievance review procedure to receive and resolve complaints and shall provide the County Department with a copy of such procedure immediately upon request by County. County has no responsibility for resolution of any grievances or complaints against Contractor regarding any services provided in relation to this Contract, and Contractor agrees to advise Subcontractors of such in any agreement with Contractor for provision of services related to this Contract. Included in the procedure will be the obligation of Contractor to make timely written communication to the County Department regarding potential quality or utilization issues evidenced in any grievance and thus identified and referred to Contractor for action and resolution; and Contractor hereby agrees to make such timely communications to County.

**Corrective Action:** Please submit your written client grievance procedure with proof of board approval and a time-specific implementation plan for putting the procedure in place. The grievance procedure should provide the process for submitting, evaluating and addressing any grievances or complaints involving CASA's services provided under the contract with Travis County, including access for all clients and end-users, children – those old enough to participate in the process; volunteers, state representatives, court participants, family members and anyone else impacted by the services provided.

**All required actions are to be submitted, in writing, no later than October 31, 2013, to:  
P. O. Box 1748, Austin, TX 78767**

**Observation #1:** We reviewed the Board of Directors' meeting minutes from May 2012 through March 2013. The minutes of the Board of Directors' meetings are the official records of the organization. We found that the minutes do not consistently contain a quorum statement and a signature, once approved by the Board.

**Recommendation:**

We recommend the Board make a practice of regularly including these items in all board meeting minutes.

We commend you for the work provided to the community by the Child Advocacy program. Feel free to contact LaDonna if you have questions. Please extend our thanks to your staff for facilitating our monitoring visit.

Sincerely,



LaDonna Brazell  
Contract Compliance Specialist  
HHS Finance Division  
512/854-7875  
[ladonna.brazell@travis.co.tc.us](mailto:ladonna.brazell@travis.co.tc.us)



San Juana Gonzales  
Contract Compliance Specialist  
HHS Finance Division  
512/854-4122  
[SanJuana.Gonzales@travis.co.tx.us](mailto:SanJuana.Gonzales@travis.co.tx.us)

Cc: Laura Wolf, CASA Executive Director  
Sherri Fleming, HHS/VS County Executive, Travis County  
Kathleen Hass, HHS/VS Finance Manager  
Mary Williams, HHS/VS Program Lead

# CASA of Travis County

## Quality Assurance Compliance Plan

May 24, 2013



### *Scope of the Review:*

A Quality Assurance (QA) desk review was completed by Texas CASA, Inc. on CASA of Travis County. The review was conducted through the evaluation of documents, files and records sent to Texas CASA.

The QA desk review looks primarily at the program's compliance with critical State and National Standards, the Texas Administrative Code and funder requirements that fall into five key areas:

- Nonprofit Governance;
- Financial and Risk Management;
- Nonprofit Administration;
- Volunteer Management; and
- Advocacy for Children.

An important part of Texas CASA's mission is to partner with local CASA programs in their work to provide volunteer advocacy for every child in need. This Quality Assurance Compliance Plan (QACP) is a critical component of that partnership. Through this plan, Texas CASA seeks to engage with local program leaders to ensure the organization is a member in good standing with Texas CASA.

### *Information Gathered:*

For the desk review, the QA team reviewed the following:

- The current Memorandum of Understanding (MOU) with the District Court and DFPS;
- FY13 budget;
- FY11 independent financial audit;
- Financial Policies;
- Mail and Deposit Procedures and Financial Flow of Information;
- Texas CASA Internal Controls Questionnaire;
- FY11 Audit Report-Lines of Credit;
- Chart of Accounts;
- Crime Bond;
- By-Laws;
- 2010-2015 Strategic Plan;
- 2012-2013 Annual Plan;



## *Nonprofit Governance*

### *Current Functioning:*

CASA of Travis County has a membership of nineteen on their Board of Directors roster. The list of board members includes vocation and member demographics, which currently reflects 11% Hispanic, 11% African American and 78% Anglo members. The organization demonstrates a commitment to diversity and inclusiveness apparent in their Strategic Diversity and Inclusiveness Plan but also in the program's policies and practices, such as "holidays of personal significance" in the Employee Handbook.

The current strategic plan also includes goals related to racial and ethnic diversity among volunteers, board and staff as well as goals that are insightful to the needs of the organization with a focus on volunteer recruitment and increased collaborations. The strategic plan is supplemented by an Annual Plan that includes action steps for each strategy. Both the strategic plan and annual plan would be strengthened by the addition of persons or positions responsible.

The program's bylaws serve as board policy. Bylaws list board committees as: Executive, Governance, Finance, Marketing and Development with other committees formed as needed. The program also has board approved financial, personnel and volunteer management policies. Some policies will need revision to be in compliance with National and Texas CASA Standards. The bylaws do not currently include a list of requisite background checks to be completed on potential board members.

### *Requirements for Compliance:*

- ☐ **Standard 2.D.6.a-d: Revise bylaws or policy to list specific background checks required on board members: state and national criminal background checks, child abuse registry and national sex offender registry checks.**

## *Nonprofit Administration*

### *Current Functioning:*

CASA of Travis County Organizational Chart indicates the program employs 48 paid staff, including 2 vacant positions. Only eight paid positions are less than full-time. The organization primarily accomplishes its mission through the advocacy of CASA volunteers (539 in FY12).

The program has a comprehensive Employee Handbook.

Staff job descriptions provide overall and specific job duties for each employee. The Child Advocacy Specialist Job Description stipulates a maximum number of volunteers and cases that can be supervised by this position. However, this constraint must also be included in program policy, which cements requirements as an inherent part of the program's practices. Policy will need revision to include the following:

### *Requirements for Compliance:*

- ☐ **Standard 4.B.2. Revise policy to include the stipulation that employees assigned to supervision as a full-time function will not supervise more than 30 volunteers or a maximum of 45 cases and, if they perform duties other than the supervision of volunteers or they are part-time employees, the number of volunteers supervised will be reduced pro rata.**

## *Volunteer Management*

### Current Functioning:

At the core of its mission, CASA programs exist to recruit, train and supervise volunteers in best interest advocacy. For a variety of reasons, some programs serve children using paid CASA staff. To ensure that this practice is not over utilized, Texas CASA includes a minimum percentage of 70% (the minimum percentage of cases that must be served by volunteers) as part of Texas CASA Standards. Programs falling consistently beneath the minimum of 70% must submit action plans to reverse the trend.

Based on performance measures during the four quarters of FY12, volunteers for CASA of Travis County were assigned to cases at the following rate: **88%** which represents only a slight decline from previous years (89% in 2011 and 92% in 2010). Using the performance measures, only 38 volunteers (or 7%) were reported as leaving the program in FY12 suggesting good volunteer retention practices. The program reported 151 new volunteers completed pre-service training and 147 active volunteers participated in in-service training (roughly 10% of the active volunteers reported for the year).

The program performed a self-audit of 4 volunteer files that indicated a compliance score of **92%\***. The primary documentation reported as missing from the files was the mandatory 12 hours of in-service training a year (0%\*). This score represents two areas for closer evaluation: how in-service training is documented and if the requisite in-service training is completed by volunteers. Otherwise, volunteer files reflect the requisite screening, pre-service training and evaluation of their advocates.

**\*Please see attached Volunteer File Review Sheet.**

153 volunteers completed an evaluation of CASA of Travis County in 2013. Regarding their volunteer experience, volunteers agree (including "strongly agree" and "agree") to the following:

- Training provided them with a good foundation to get started on their first CASA case (99%);
- They receive adequate supervision and support from CASA staff (97%);
- CASA staff is responsive to their needs as a volunteer (97%);
- They are able to work well with other professionals on the case (98%); and
- They are making a difference for the children they work with (97%).

Input does indicate some volunteers are uncertain the judge reads and considers their court reports (7%) and want to feel more challenged to grow and develop within the CASA program (8%).

### Requirements for Compliance:

**No requirements**



## Timeline for Program Response

CASA of Travis County will have 60 days from the receipt of this document to complete the required actions. You will be sent an optional Program Response Plan (PRP) with all actionable items listed that may be used as a checklist and, if desired, where you can note your responses. In 60 days, the program can submit policies or documents as listed in one zipped file to Texas CASA. Meeting these requirements will bring your program into full compliance with Texas CASA Standards. **Targeted QA response date: July 29, 2013.**

Texas CASA will provide any assistance and resources requested to aid you in this process. We look forward to continuing a partnership that supports your program in its critical service to children.

This organizational assessment was prepared by the QA Manager, Deedra Baker, and reviewed by the Program Services Director, Teri Dahl and Grants Management Director, Glenn Brooks.

  
Quality Assurance Manager

5/30/13  
Date

  
Program Services Director

5-30-13  
Date

  
Grants Management Director

5-30-13  
Date

## VOLUNTEER FILE REVIEW FORM

Program: CASA of Travis County						<b>Volunteer Files:</b>	<b>92%</b>
Reviewer: Key Richardson							
Review Date: 4/9/13							
	File 1	File 2	File 3	File 4	TOTAL		
VOLUNTEER INITIALS:	CM	LS	NR	BB			
VOLUNTEER SINCE:	8/23/10	10/10/95	11/30/12	3/15/09			
STAFF RESPONSIBLE FOR FILE:	SK	SK	SK	SK			
<b>A. Confidentiality Agreement</b>	1	1	1	1	4		100%
<b>B. Reference Documentation</b> (minimum of 3)							
Request for reference document	1	1	1	1	4		100%
Verification of references	1	1	1	1	4		100%
<b>C. Documentation of All Records Checks</b>							
Consent and release forms for appropriate background checks	1	1	1	1	4		100%
CPS central registry	1	1	1	1	4		100%
DPS criminal history	1	1	1	1	4		100%
Fingerprint based FBI or other National criminal records check	1	1	1	1	4		100%
National sexual offender registry	1	1	1	1	4		100%
<b>D. Training Records</b>							
Documentation of 30 hours pre-service ( Immediate response required)	1	1	1	1	4		100%
Court room observation	1	0	1	1	3		75%
12 hours In-service training annually (i.e. E-learning, books, lectures/workshops, DVDs, conferences)	0	0	0	0	0		0%
<b>E. Performance Evaluations and Other Applicable Documentation Related to Performance</b>							
	1	1	N/A**	1	4		100%
<b>F. Texas Drivers License or State ID (must be current if program allows transportation)</b>							
	1	1	1	1	4		100%
<b>G. Documents Related to Transportation</b>							
Does the program allow transportation? <u>YES</u>							
Current driving record	1	1	1	1	4		100%
Current Liability insurance	1	1	1	1	4		100%
<b>TOTALS:</b>					55		
Total Number of Items Reviewed (13 or 15):							15
Total Number of Files Reviewed:							4
Calculation							60

NA\* \* New volunteer. Has not yet been to court on new case. No evaluation yet.



# MINIMUM EXPECTATIONS OF SERVICE CASE FILE REVIEW FORM

Program: CASA of Travis County										Minimum Expectations	98%
Reviewer: Key Richardson											
Review Date: File 8 reviewed on 4/10/13											
	File 1	File 2	File 3	File 4	File 5	File 6	File 7	File 8	TOTAL		
CHILD/REN INITIALS:	IFX, ZS	GO, MO	CH, B	CH	IC	IG, DS	LHVD&A	SC			
NUMBER OF CHILD/REN:	3	2	1	1	1	2	6	1			
AGES OF CHILD/REN:	14, 12, 8	5, 3	16	14	5	3, 11mo	8, 4	17			
PLACEMENT OF CHILD:	1 hr	Austin	Austin	<2hr	1 hr	>1hr	Austin	Austin			
PMC/TMC/COS:	PMC	C/S	PMC	PMC	TMC	TMC	PMC	PMC			
DATE OF CASA'S APPOINTMENT:	8/9	7/21	9/7	6/30	10/5	8/10	8/12	5/31			
VOLUNTEER OR STAFF WORKING CASE:	Vol	Vol	Vol	Vol	Vol	Vol	2 vols	staff			
A. Notification to all parties of the case of CASA's appointment.	1	1	1	1	1	1	1	1	8	100%	
B. Communication with DFPS caseworker after appointment and at least one time per month for the duration of the case.	1	1	1	1	1	1	1	1	8	100%	
C. Documentation of meeting with child in a timely manner after appointment and in person with the child: at least one time per month (within one hour away), at least once every three months (one to three driving hours away), or at least once every six months (more than three driving hours away).	1*	1	1	1	1	1	1	0**	7	88%	
D. Other types of age appropriate contact with the child, including telephone calls, emails, and/or letters as applicable for the child's age and interest.	n/a	n/a	1	1	n/a	n/a	0	1	7	88%	
E. In-person meetings with the child's primary placement provider in a timely manner after placement occurs, and communicate with the placement provider at least once a month thereafter for the duration of the assignment of the child's case. (Immediate response required)	1*	1	1	1	1	1	1	1	8	100%	
F. Advocacy for the child's best interest by assuring the child's needs are met:											
Educational Advocacy: contact with school, teacher, counselor, ARD, determine existence of educational portfolio	1	n/a	1	1	1	n/a	1	1	8	100%	
Medical Advocacy: contact with psychiatrist, psychologist, doctor/nurse, determine existence of health passport	1	1	1	1	1	1	1	1	8	100%	
Legal Advocacy: contact with the attorney ad litem, immigration attorney, juvenile probation officer, etc.	1	1	1	1	1	1	1	1	8	100%	
G. A permanency plan/concurrent plan has been recommended for the child(ren).	1	n/a	1	1	1	1	1	1	8	100%	
H. Participation in all scheduled case related meetings, as applicable: Notes, documents, forms	n/a	1	1	1	1	n/a	1	1	8	100%	
I. Attendance at all hearings to advocate for the child's best interest and permanency. Provide testimony as allowed, making recommendations for specific services for the child and when appropriate, the child's family. Provide written court report for all permanency and review hearings.	1	1	1	1	1	1	1	1	8	100%	
J. Communication between assigned CASA staff and CASA volunteers at least once per month so as to update records and contact logs and participate together in scheduled case conferences for each case.	1	1	1	1	1	1	1	n/a	8	100%	
K. Documentation of a process in a timely manner after appointment to obtain first hand a clear understanding of the needs and situations of the child by reviewing all relevant documents and records and interviewing the child, parents, social workers, teachers and other persons to determine the facts and circumstances of the child's situation. i.e. persons interviewed: child, parents, CPS, teacher, placement provider/shelter; i.e. documents/records reviewed: court record, CPS record, school record, medical record	1	1	1	1	1	1	1	1	8	100%	
TOTALS:	13	13	13	13	13	13	12	12	102		
	Total Number of Items Reviewed(13):								13		
	Total Number of Files Reviewed:								8		
	Calculation:								104		
Beyond Minimum Expectations for Service to a Child:											
Older youth are being prepared for a transition to adulthood (i.e. PAL, CASA volunteer, CPS transition center)			1				1	1			
The CASA volunteer/program conducts a thorough search for family members and engages family.	1	1	1	1	1	1	1	1			
Children/youth are given a copy of and discuss with their volunteer (as is age appropriate) Rights of Children and Youth in Foster Care.								1			
Helping child with court report.											
Additional face to face contact with the child.	1	1	1	1	1		1				

\*Children were being hidden by maternal Grandmother at alternate times at the beginning of the case. Attempts to visit were documented and reported to the court. Children were eventually moved to maternal aunt's home. Since then meetings occur at least once per month.

\*\* Regular face to face contact until January 2013 and frequent phone contact since then. Visit occurring in April. Corrective action taken.

# CASA of Travis County

## Quality Assurance Compliance Plan

May 24, 2013



### *Scope of the Review:*

A Quality Assurance (QA) desk review was completed by Texas CASA, Inc. on CASA of Travis County. The review was conducted through the evaluation of documents, files and records sent to Texas CASA.

The QA desk review looks primarily at the program's compliance with critical State and National Standards, the Texas Administrative Code and funder requirements that fall into five key areas:

- Nonprofit Governance;
- Financial and Risk Management;
- Nonprofit Administration;
- Volunteer Management; and
- Advocacy for Children.

An important part of Texas CASA's mission is to partner with local CASA programs in their work to provide volunteer advocacy for every child in need. This Quality Assurance Compliance Plan (QACP) is a critical component of that partnership. Through this plan, Texas CASA seeks to engage with local program leaders to ensure the organization is a member in good standing with Texas CASA.

### *Information Gathered:*

For the desk review, the QA team reviewed the following:

- The current Memorandum of Understanding (MOU) with the District Court and DFPS;
- FY13 budget;
- FY11 independent financial audit;
- Financial Policies;
- Mail and Deposit Procedures and Financial Flow of Information;
- Texas CASA Internal Controls Questionnaire;
- FY11 Audit Report-Lines of Credit;
- Chart of Accounts;
- Crime Bond;
- By-Laws;
- 2010-2015 Strategic Plan;
- 2012-2013 Annual Plan;



## *Nonprofit Governance*

### *Current Functioning:*

CASA of Travis County has a membership of nineteen on their Board of Directors roster. The list of board members includes vocation and member demographics, which currently reflects 11% Hispanic, 11% African American and 78% Anglo members. The organization demonstrates a commitment to diversity and inclusiveness apparent in their Strategic Diversity and Inclusiveness Plan but also in the program's policies and practices, such as "holidays of personal significance" in the Employee Handbook.

The current strategic plan also includes goals related to racial and ethnic diversity among volunteers, board and staff as well as goals that are insightful to the needs of the organization with a focus on volunteer recruitment and increased collaborations. The strategic plan is supplemented by an Annual Plan that includes action steps for each strategy. Both the strategic plan and annual plan would be strengthened by the addition of persons or positions responsible.

The program's bylaws serve as board policy. Bylaws list board committees as: Executive, Governance, Finance, Marketing and Development with other committees formed as needed. The program also has board approved financial, personnel and volunteer management policies. Some policies will need revision to be in compliance with National and Texas CASA Standards. The bylaws do not currently include a list of requisite background checks to be completed on potential board members.

### *Requirements for Compliance:*

- ☐ **Standard 2.D.6.a-d: Revise bylaws or policy to list specific background checks required on board members: state and national criminal background checks, child abuse registry and national sex offender registry checks.**

## *Nonprofit Administration*

### *Current Functioning:*

CASA of Travis County Organizational Chart indicates the program employs 48 paid staff, including 2 vacant positions. Only eight paid positions are less than full-time. The organization primarily accomplishes its mission through the advocacy of CASA volunteers (539 in FY12).

The program has a comprehensive Employee Handbook.

Staff job descriptions provide overall and specific job duties for each employee. The Child Advocacy Specialist Job Description stipulates a maximum number of volunteers and cases that can be supervised by this position. However, this constraint must also be included in program policy, which cements requirements as an inherent part of the program's practices. Policy will need revision to include the following:

### *Requirements for Compliance:*

- ☐ **Standard 4.B.2. Revise policy to include the stipulation that employees assigned to supervision as a full-time function will not supervise more than 30 volunteers or a maximum of 45 cases and, if they perform duties other than the supervision of volunteers or they are part-time employees, the number of volunteers supervised will be reduced pro rata.**

## *Volunteer Management*

### Current Functioning:

At the core of its mission, CASA programs exist to recruit, train and supervise volunteers in best interest advocacy. For a variety of reasons, some programs serve children using paid CASA staff. To ensure that this practice is not over utilized, Texas CASA includes a minimum percentage of 70% (the minimum percentage of cases that must be served by volunteers) as part of Texas CASA Standards. Programs falling consistently beneath the minimum of 70% must submit action plans to reverse the trend.

Based on performance measures during the four quarters of FY12, volunteers for CASA of Travis County were assigned to cases at the following rate: **88%** which represents only a slight decline from previous years (89% in 2011 and 92% in 2010). Using the performance measures, only 38 volunteers (or 7%) were reported as leaving the program in FY12 suggesting good volunteer retention practices. The program reported 151 new volunteers completed pre-service training and 147 active volunteers participated in in-service training (roughly 10% of the active volunteers reported for the year).

The program performed a self-audit of 4 volunteer files that indicated a compliance score of **92%\***. The primary documentation reported as missing from the files was the mandatory 12 hours of in-service training a year (0%\*). This score represents two areas for closer evaluation: how in-service training is documented and if the requisite in-service training is completed by volunteers. Otherwise, volunteer files reflect the requisite screening, pre-service training and evaluation of their advocates.

**\*Please see attached Volunteer File Review Sheet.**

153 volunteers completed an evaluation of CASA of Travis County in 2013. Regarding their volunteer experience, volunteers agree (including "strongly agree" and "agree") to the following:

- Training provided them with a good foundation to get started on their first CASA case (99%);
- They receive adequate supervision and support from CASA staff (97%);
- CASA staff is responsive to their needs as a volunteer (97%);
- They are able to work well with other professionals on the case (98%); and
- They are making a difference for the children they work with (97%).

Input does indicate some volunteers are uncertain the judge reads and considers their court reports (7%) and want to feel more challenged to grow and develop within the CASA program (8%).

### Requirements for Compliance:

**No requirements**



## Timeline for Program Response

CASA of Travis County will have 60 days from the receipt of this document to complete the required actions. You will be sent an optional Program Response Plan (PRP) with all actionable items listed that may be used as a checklist and, if desired, where you can note your responses. In 60 days, the program can submit policies or documents as listed in one zipped file to Texas CASA. Meeting these requirements will bring your program into full compliance with Texas CASA Standards. **Targeted QA response date: July 29, 2013.**

Texas CASA will provide any assistance and resources requested to aid you in this process. We look forward to continuing a partnership that supports your program in its critical service to children.

This organizational assessment was prepared by the QA Manager, Deedra Baker, and reviewed by the Program Services Director, Teri Dahl and Grants Management Director, Glenn Brooks.

  
Quality Assurance Manager

5/30/13  
Date

  
Program Services Director

5-30-13  
Date

  
Grants Management Director

5-30-13  
Date

## VOLUNTEER FILE REVIEW FORM

Program: CASA of Travis County						<b>Volunteer Files:</b>	<b>92%</b>
Reviewer: Key Richardson							
Review Date: 4/9/13							
	File 1	File 2	File 3	File 4	TOTAL		
VOLUNTEER INITIALS:	CM	LS	NR	BB			
VOLUNTEER SINCE:	8/23/10	10/10/95	11/30/12	3/15/09			
STAFF RESPONSIBLE FOR FILE:	SK	SK	SK	SK			
<b>A. Confidentiality Agreement</b>	1	1	1	1	4		100%
<b>B. Reference Documentation</b> (minimum of 3)							
Request for reference document	1	1	1	1	4		100%
Verification of references	1	1	1	1	4		100%
<b>C. Documentation of All Records Checks</b>							
Consent and release forms for appropriate background checks	1	1	1	1	4		100%
CPS central registry	1	1	1	1	4		100%
DPS criminal history	1	1	1	1	4		100%
Fingerprint based FBI or other National criminal records check	1	1	1	1	4		100%
National sexual offender registry	1	1	1	1	4		100%
<b>D. Training Records</b>							
Documentation of 30 hours pre-service ( Immediate response required)	1	1	1	1	4		100%
Court room observation	1	0	1	1	3		75%
12 hours In-service training annually (i.e. E-learning, books, lectures/workshops, DVDs, conferences)	0	0	0	0	0		0%
<b>E. Performance Evaluations and Other Applicable Documentation Related to Performance</b>							
	1	1	N/A**	1	4		100%
<b>F. Texas Drivers License or State ID (must be current if program allows transportation)</b>							
	1	1	1	1	4		100%
<b>G. Documents Related to Transportation</b>							
Does the program allow transportation? <u>YES</u>							
Current driving record	1	1	1	1	4		100%
Current Liability insurance	1	1	1	1	4		100%
<b>TOTALS:</b>					55		
Total Number of Items Reviewed (13 or 15):							15
Total Number of Files Reviewed:							4
Calculation							60

NA\* \* New volunteer. Has not yet been to court on new case. No evaluation yet.



# MINIMUM EXPECTATIONS OF SERVICE CASE FILE REVIEW FORM

Program: CASA of Travis County										Minimum Expectations	98%
Reviewer: Key Richardson											
Review Date: File 8 reviewed on 4/10/13											
	File 1	File 2	File 3	File 4	File 5	File 6	File 7	File 8	TOTAL		
CHILD/REN INITIALS:	IFX, ZS	GO, MO	CH, B	CH	IC	IG, DS	LHVD&A	SC			
NUMBER OF CHILD/REN:	3	2	1	1	1	2	6	1			
AGES OF CHILD/REN:	14, 12, 8	5, 3	16	14	5	3, 11mo	8, 4	17			
PLACEMENT OF CHILD:	1 hr	Austin	Austin	<2hr	1 hr	>1hr	Austin	Austin			
PMC/TMC/COS:	PMC	C/S	PMC	PMC	TMC	TMC	PMC	PMC			
DATE OF CASA'S APPOINTMENT:	8/9	7/21	9/7	6/30	10/5	8/10	8/12	5/31			
VOLUNTEER OR STAFF WORKING CASE:	Vol	Vol	Vol	Vol	Vol	Vol	2 vols	staff			
A. Notification to all parties of the case of CASA's appointment.	1	1	1	1	1	1	1	1	8	100%	
B. Communication with DFPS caseworker after appointment and at least one time per month for the duration of the case.	1	1	1	1	1	1	1	1	8	100%	
C. Documentation of meeting with child in a timely manner after appointment and in person with the child: at least one time per month (within one hour away), at least once every three months (one to three driving hours away), or at least once every six months (more than three driving hours away).	1*	1	1	1	1	1	1	0**	7	88%	
D. Other types of age appropriate contact with the child, including telephone calls, emails, and/or letters as applicable for the child's age and interest.	n/a	n/a	1	1	n/a	n/a	0	1	7	88%	
E. In-person meetings with the child's primary placement provider in a timely manner after placement occurs, and communicate with the placement provider at least once a month thereafter for the duration of the assignment of the child's case. (Immediate response required)	1*	1	1	1	1	1	1	1	8	100%	
F. Advocacy for the child's best interest by assuring the child's needs are met:											
Educational Advocacy: contact with school, teacher, counselor, ARD, determine existence of educational portfolio	1	n/a	1	1	1	n/a	1	1	8	100%	
Medical Advocacy: contact with psychiatrist, psychologist, doctor/nurse, determine existence of health passport	1	1	1	1	1	1	1	1	8	100%	
Legal Advocacy: contact with the attorney ad litem, immigration attorney, juvenile probation officer, etc.	1	1	1	1	1	1	1	1	8	100%	
G. A permanency plan/concurrent plan has been recommended for the child(ren).	1	n/a	1	1	1	1	1	1	8	100%	
H. Participation in all scheduled case related meetings, as applicable: Notes, documents, forms	n/a	1	1	1	1	n/a	1	1	8	100%	
I. Attendance at all hearings to advocate for the child's best interest and permanency. Provide testimony as allowed, making recommendations for specific services for the child and when appropriate, the child's family. Provide written court report for all permanency and review hearings.	1	1	1	1	1	1	1	1	8	100%	
J. Communication between assigned CASA staff and CASA volunteers at least once per month so as to update records and contact logs and participate together in scheduled case conferences for each case.	1	1	1	1	1	1	1	n/a	8	100%	
K. Documentation of a process in a timely manner after appointment to obtain first hand a clear understanding of the needs and situations of the child by reviewing all relevant documents and records and interviewing the child, parents, social workers, teachers and other persons to determine the facts and circumstances of the child's situation. i.e. persons interviewed: child, parents, CPS, teacher, placement provider/shelter; i.e. documents/records reviewed: court record, CPS record, school record, medical record	1	1	1	1	1	1	1	1	8	100%	
TOTALS:	13	13	13	13	13	13	12	12	102		
	Total Number of Items Reviewed(13):							13			
	Total Number of Files Reviewed:							8			
	Calculation:							104			
Beyond Minimum Expectations for Service to a Child:											
Older youth are being prepared for a transition to adulthood (i.e. PAL, CASA volunteer, CPS transition center)			1				1	1			
The CASA volunteer/program conducts a thorough search for family members and engages family.	1	1	1	1	1	1	1	1			
Children/youth are given a copy of and discuss with their volunteer (as is age appropriate) Rights of Children and Youth in Foster Care.								1			
Helping child with court report.											
Additional face to face contact with the child.	1	1	1	1	1		1				

\*Children were being hidden by maternal Grandmother at alternate times at the beginning of the case. Attempts to visit were documented and reported to the court. Children were eventually moved to maternal aunt's home. Since then meetings occur at least once per month.

\*\* Regular face to face contact until January 2013 and frequent phone contact since then. Visit occurring in April. Corrective action taken.





July 2, 2013

Laura Wolf, Executive Director  
CASA of Travis County  
7701 N. Lamar Ste. 301  
Austin, TX 78752

Dear Laura:

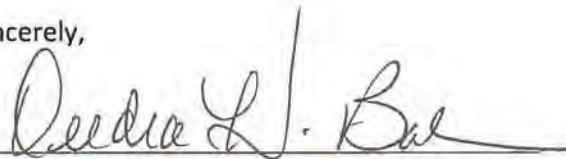
Thank you for your Quality Assurance compliance response documents submitted to Texas CASA. Texas CASA has accepted all documents and is able to finalize your Quality Assurance review.

It is our hope that your program has benefited from this process. Texas CASA is always here as a partner and resource for your program.

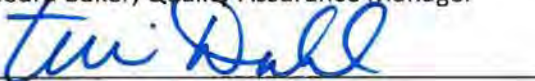
If you have any questions or if we can provide assistance to your program as you move forward, please contact Deedra Baker, Quality Assurance Manager at 512-473-2627 x 131, [dbaker@texascasa.org](mailto:dbaker@texascasa.org); or Megan Ransom, Quality Assurance Specialist at 512-473-2627 x 119, [mransom@texascasa.org](mailto:mransom@texascasa.org).

Thank you again for all that your staff, board members and volunteers do on behalf of the children in your community.

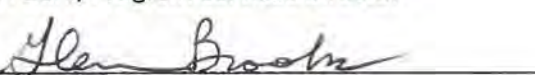
Sincerely,

  
Deedra Baker, Quality Assurance Manager

Date 7/2/13

  
Teri Dahl, Program Services Director

Date 7-2-13

  
Glenn Brooks, Grants Management Director

Date 7/2/13

cc: Board President, Jessica Blacklock  
Board Treasurer, Matt Hamilton

# CASA of Travis County

## Texas CASA PRP Tracking



The desk review was conducted on May 1<sup>st</sup>, 3<sup>rd</sup>, 7<sup>th</sup> and 8<sup>th</sup> 2013 by Deedra Baker. The Program Response Plan is due to Texas CASA no later than July 29, 2013.

### PROGRAM REQUIRED ACTION

#### Nonprofit Governance

☒ Standard 2.D.6.a-d: Revise bylaws or policy to list specific background checks required on board members: state and national criminal background checks, child abuse registry and national sex offender registry checks.

**Accepted DB 7/1/2013**

#### Nonprofit Administration

☒ Standard 4.B.2. Revise policy to include the stipulation that employees assigned to supervision as a full-time function will not supervise more than 30 volunteers or a maximum of 45 cases and, if they perform duties other than the supervision of volunteers or they are part-time employees, the number of volunteers supervised will be reduced pro rata.

**Accepted DG 6/28/2013**

#### Financial and Risk Management

☒ Standard 6.G.6: Fidelity bond insures current CVC/VOCA grant amounts (immediate response required).

Submit an updated fidelity bond by 6/10/13 that reflects an amount of \$616,460.00 for the remainder of this grant year.

**Accepted DB 6/6/2013**

☒ CVC funder requirement: Revise Financial Policies to reflect current practice that the Finance and Development Specialist will receive the bank statement unopened from the bank and conduct the initial reconciliation. Policy currently states only "The Director of Finance and Operations must receive the bank statements (with canceled checks, etc.) unopened from the bank".

**Accepted DB 7/1/2013**

#### Volunteer Management

No requirements

#### Advocacy for Children

No requirements



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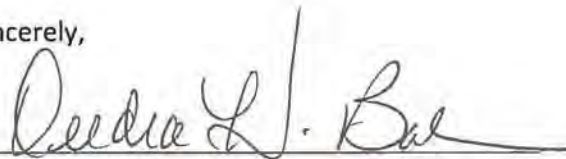
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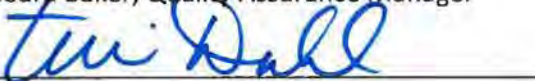
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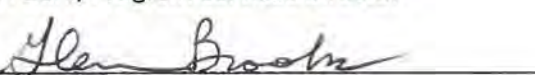
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# CASA of Travis County

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#### Financial and Risk Management

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Submit an updated fidelity bond by 6/10/13 that reflects an amount of \$616,460.00 for the remainder of this grant year.

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**Accepted DB 7/1/2013**

#### Volunteer Management

No requirements

#### Advocacy for Children

No requirements

# CASA of Travis County

## Texas CASA PRP Tracking



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No requirements

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No requirements





July 2, 2013

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CASA of Travis County  
7701 N. Lamar Ste. 301  
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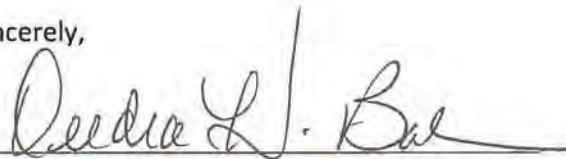
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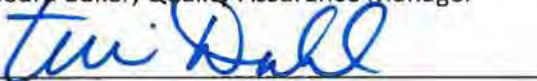
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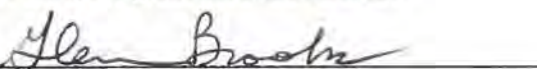
Date

7/2/13

  
Teri Dahl, Program Services Director

7-2-13

Date

  
Glenn Brooks, Grants Management Director

7/2/13

Date

cc: Board President, Jessica Blacklock  
Board Treasurer, Matt Hamilton



**City of Austin Health and Human Services Department**

**P.O. Box 1088  
Austin, Texas 78767**

June 25, 2012

Laura Wolf, JD  
Executive Director  
CASA of Travis County, INC  
7701 N Lamar Blvd, Ste. 301  
Austin, TX 78752

Received  
JUL 30 2012  
CASA

**Re: Agency Site Visit – Administrative and Fiscal Review**

Dear Ms. Wolf:

On June 22, 2012, a site visit was conducted at Court Appointed Special Advocates of Travis County, Inc. (CASA), 7701 N. Lamar Blvd., Ste. 301, Austin, Texas 78752. Laura Wolf, Executive Director, Sharon Sparlin, Grant Manager, and Kelli Angell, Director of Finance and Operations, represented CASA during the visit. Community Based Resources (CBR) staff, Edna Staniszewski, Contract Compliance Associate and Willie Williams, Liaison Contract Manager, conducted the site visit. The primary purpose was to review Administrative Financial Review (AFR) documentation submitted in May 2012.

Prior to the site visit, CASA completed on line AFR documents and submitted the following documentation for CBR review:

- Most recent fiscal year end budget to actuals
- Current fiscal year's budget
- Minutes from the last three Board meetings
- Organizational chart

**I. AGENCY OVERVIEW**

- CASA is a member of the National and Texas CASA Association.
- CASA is an independent 501(c)3, incorporated in 1999 and governed by a local Board of Directors.
- CASA's mission: "To promote and protect the best interest of children who have been abused or neglected, by training volunteers to advocate for them in courts, in schools, and in our community to help them find safe, permanent and loving homes".
- CASA of Travis County was presented with the National CASA Organization's Award of Excellence for Inclusion in June 2012.
- CASA has five programs aimed at recruiting, training and retaining volunteer advocates to support the transition of youth out of foster care and to represent the best interest of children whose parents participate in Travis County Family Drug Treatment Court.
- CASA's target population includes all children from birth to age 18 appointed to them by the Travis County judges.

- In 2011, CASA served over 1400 of the approximately 1700 youth in Travis County Courts due to abuse or neglect.
- In 2010, the population served by CASA included: 43% Hispanic, 28% African-American, 17% Caucasian, 7% Bi/Multi-racial, and 5% Other/Unknown.
- CASA's contract with the City of Austin began April 1, 2012 as a result of their successful proposal to the Social Services RFP process.
- City funds support 120 volunteers working with youth at risk of aging out of foster care.

## **II. BOARD OF DIRECTORS**

### **a. Structure**

- The Board of Directors consists of 17 members and meets on a monthly basis.
- The Board committees are: Executive, Finance, Development, and Governance.
- The Board reviews fiscal operations monthly.

### **b. Fundraising and Financial Oversight**

- The Development Committee oversees the fund-raising programs.
- Each Board member contributes financially or provides in kind services annually.
- The Board is actively involved in the planning of fundraising activities (Power of You, Super Hero run, and golf tournament).

### **c. Program Performance**

- The Board receives written program updates from the Program Directors monthly.
- The Board receives staff presentations connecting the agency mission to the program activities.
- The Board receives program financial updates monthly.

## **III. FINANCIAL**

- CASA received an unqualified opinion on the audit for the year ending December 2011.
- CASA's most recent 990 was provided to CBR staff in May 2012
- CASA has (3) three months in cash reserves.

## **IV. ADMINISTRATION**

- The Boards' Development Committee is responsible for the oversight of the Volunteer Program.
- In 2011, CASA's 560 volunteers reported approximately 42,150 donated hours valued at \$899,903 (\$21.35 per hour), and 331,580 donated miles valued at \$184,027 (\$0.555 Federal reimbursement rate).
- All volunteers providing direct service to students have successfully passed the required criminal background check.

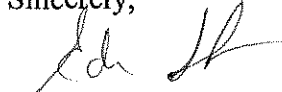
### **Observations**

The Board of Directors is diverse and representative of many professional fields. They are focused on data driven quality measurements. Currently some advocates work with multiple child/ family

cases. CASA's goal is to become the first Texas CASA to have an individual advocate with a caseload of one child/ family.

There are no findings or concerns to report. If you have any questions or comments regarding this report, please feel free to contact Willie Williams at 773-5059. We greatly appreciate your time and participation in this process.

Sincerely,



Edna Staniszewski,  
Contract Compliance Associate



Willie Williams, M.S., L.C.D.C., C.A.S.  
Liaison/ Contract Manager

Cc

Susan Gehring, Manager, Community Based Resources



## City of Austin Health and Human Services Department

P.O. Box 1088  
Austin, Texas 78767

September 5, 2013

Laura Wolf, JD  
Executive Director  
Court Appointed Special Advocates of Travis County, INC  
7701 N Lamar Blvd, Ste. 301  
Austin, TX 78752

**Re: Community Based Resources Contract Desk Review Monitoring Visit  
Court Appointed Special Advocates (CASA) of Travis County, INC**

Dear Ms. Wolf

Community Based Resources conducted a monitoring visit of CASA on August 13, 2013. The visit included a Financial Review, Performance Review, Technical Assistance, and Administration Review of the Transitioning Youth Services program for FY 2013.

During the review there were no concerns, recommendations or findings identified.

We commend you for the work you are doing in the community and please extend our gratitude to the CASA's staff for facilitating the visit.

If you have any questions or comments regarding this report, please feel free to contact Willie Williams at (512) 773-5059.

Sincerely,

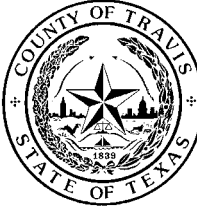
Edna Staniszewski,  
Contract Compliance Associate

Willie Williams, M.S., L.C.D.C., C.A.S.  
Liaison/ Contract Manager

cc:

Robert Kingham, Manager, Community Based Resources





## Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767  
(512) 854-4100 Fax (512) 279-2197

August 14, 2012

Todd Lewis, Board Chair  
Court Appointed Special Advocates of Travis County  
7701 N. Lamar Blvd., Suite 301  
Austin, Texas 78752  
[todd.lewis@formaspace.com](mailto:todd.lewis@formaspace.com)

### **RE: Travis County Contract # PS090094RE 2012 Compliance Desk Review**

Dear Mr. Lewis,

This letter is to inform you that I have completed the 2012 compliance desk review of the above referenced Travis County contract. The monitoring review included an administrative and finance review for the years 2011-2012.

I'm happy to tell you, the review identified no concerns or findings.

I recommend you review how your Board of Directors' meeting minutes are documented. Board minutes are considered legal documents. I reviewed Board minutes from 6/28/11 – 4/24/12. I recommend you include a quorum statement in all meeting minutes. I also recommend minutes be signed by a voting member of your board, once they are approved.

I commend you for the work provided to the community by the Court Appointed Special Advocates of Travis County.

Sincerely,

LaDonna Brazell  
Contract Compliance Specialist  
HHS Finance Division  
512/854-7875  
[ladonna.brazell@travis.co.tc.us](mailto:ladonna.brazell@travis.co.tc.us)

cc Laura Wolf  
Mary Williams  
Sherri Fleming  
Kathleen Haas  
San Juana Gonzales

**CASA of Travis County**  
**Job Description**

**Job Title:** Child Advocacy Specialist

**Date:** May 1, 2012

**Reports To:** Team Leader

**FLSA Status:** Exempt

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**General Summary:**

The Child Advocacy Specialist will motivate, empower, guide and supervise CASA volunteers as they advocate in the best interest of abused and neglected children in protective care. Additionally the Child Advocacy Specialist will ensure that the mission of CASA of Travis County is carried out.

**Essential Responsibilities and Duties**

1. *Supervises Advocates in their role as "Court Appointed Special Advocates" (CASA) and GAL for the children to whom CASA of Travis County is appointed*
  - Supervises no more than 30 volunteer advocates (unless multiple volunteers are assigned to a single family group) and a maximum of 35 family groups (with the optimum being 28 – 30 family groups). Caseloads and numbers of volunteers supervised will be reduced proportionately for employees working in this position on a less than full-time basis. Added duties beyond the supervision of volunteers will result in the reduction of the caseload size.
  - Attends and participates in staff and case-related meetings including, but not limited to, Permanency Conferences, Treatment Meetings and ARD's
  - Attends and participates in all related court hearings, providing assistance and supervision of Advocate court reports, court attendance and testimony
  - Provides to the Advocate information and professional contacts regarding community resources and placements
  - Participates in placement selections by reading home placement studies and consulting as decisions are made
  - Assists the Advocate in identifying permanency planning issues for children while steadily moving the case forward toward the goal of a safe and permanent placement
2. *Provides informed and consistent guidance to Advocates as well as encouragement and praise*
  - Provides timely notification of staffings, meetings, and court hearings to Advocates
  - Provides guidance, assistance and review of Advocate reports to the court
  - Participates in and assists with new Advocate training and Advocate continuing education, as needed
  - Provides consistent contact in the process of maintaining and fostering relationships with the Advocate, clients and other professionals in legal, social welfare, educational and therapeutic areas/organizations
  - Enhances the opportunity for retention of the Advocate for other cases, by coaching new skills, evaluating the Advocate's experience, and by matching the Advocate with future cases that are matched to his interests and skills
3. *Ensures the high standard of performance of services of CASA of Travis County*
  - Participates in regular and periodic supervision with the appropriate Team Leader

- Supports Team members, by providing backup for meetings and court hearings and with their Advocates as needed
- Maintains accurate and complete client case records
- Maintains accurate case and Advocate statistical data according to state and national standards for CASA
- Maintains a professional, organized environment
- Assists with office and program demands as needed
- Attends and participates in continuing education opportunities
- Assists with program development and evaluation as needed by Program Director

### **Other Responsibilities**

1. *Assists with recruitment efforts and events*
2. *Assists with fund-raising events*
3. *Attends and participates in community meetings as needed by Program Director or Executive Director*

### **Knowledge, Skills and Experience**

#### *1. Education*

- A minimum of a Bachelor's Social Work or related field required
- Or, at least eight years of experience with a CASA program or in a similar position with Child Protective Services.\*
- Master's Degree in Social Work or related field is preferred

#### *2. Critical areas of qualifications include the following:*

- Experience in providing staff or volunteer supervision and ability to manage people
- Understanding of child and family advocacy issues that include child placement options, therapeutic intervention/assessment/needs for children and families, legal intervention and rights regarding children and families, permanency planning, adoption issues and systems, advocacy in child protection cases and in social, medical and mental health fields
- The ability to concisely and clearly convey and interpret information to and from others orally and in writing
- The ability to clearly identify permanency planning issues for children and provide effective advocacy to move a case through the system
- The ability to work under time constraints, be goal-oriented and maintain productive and effective performance and interaction with the Advocates and clients
- Has strong interpersonal skills

#### *4. Spanish/English fluency is considered an advantage.*

\*If a college degree has not been completed, a writing sample may be requested.

### **Physical Requirements and Work Environment**

The Child Advocacy Specialist will be expected to have daily transportation to attend court hearings, staffings, visitations, fundraising events, etc. The position requires a flexible schedule as visits with Advocates may occur in the evenings or on weekends. He/she will spend some time in the office that could involve intermittent physical activities including bending, reaching, sitting and walking during working hours. Additionally it is anticipated that the person may spend several hours of each day seated at a PC. Reasonable accommodations may be made to enable a person with physical disabilities to perform the job.

**CASA of Travis County  
Job Description**

**Job Title:** Director of Volunteers

**Date:** May 1, 2012

**Reports To:** Program Director

**FLSA Status:** Exempt

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**General Summary:**

The Director of Volunteers is a member of the CASA Program Leadership Team for CASA of Travis County's Program Services staff. The Director of Volunteers will clearly communicate to the community CASA of Travis County's mission and need for volunteer advocates. The Director will plan, supervise and participate in events with the purpose of recruiting and retaining volunteers for CASA's program. The Director of Volunteers strives to ensure a consistent and positive experience for all volunteer Advocates as they are associated with CASA. The Director of Volunteers will ensure that the mission of CASA of Travis County is carried out. The Director of Volunteers supervises the Community Outreach Liaison and actively supports the work of recruiting and retaining volunteers from under-represented communities; the Director of Volunteers also supervises staff as assigned by CASA to assist in recruitment, screening, retention and support of volunteers.

**Responsibilities of the Director of Volunteers as a member of the Leadership Team**

As a member of the Leadership Team the Director of Volunteers will share the responsibility to ensure that the CASA program is carried out in an efficient, thorough and responsible manner that reflects the mission, values, policies and standards of CASA of Travis County. Those responsibilities include, but are not limited to the following:

- Providing leadership by reflecting and supporting the goals and values of the agency with the staff, including especially the goals of providing a trained volunteer advocate for every child who needs one, providing quality and innovative advocacy to meet specific needs of youth, and building a diverse and inclusive culture for staff and volunteers.
- Working collaboratively as part of the Team, helping other Team members when needed
- Participating actively as needed in decision-making that affects the organization and/or the staff
- Assuming responsibility for making decisions and solving problems in the absence of other members of the Leadership Team
- Taking initiative to identify organizational and/or staff needs or challenges and to develop ideas for solutions
- Contributing to a positive morale and work environment and serving as a positive role model for others, demonstrating productive cooperation with all parts of the organization

- Supporting the work of the Program Director and Executive Director when asked
- Being familiar with the CASA annual budget, the personnel policies and other policies and practices so as to be able to assist the Program Director and Executive Director in responding to agency or staff needs or questions

### **Essential Recruitment Responsibilities and Duties**

1. *Develops and implements a plan for recruiting an increasing supply of new volunteer advocates for CASA of Travis County*
  - Plans and executes or directs all recruitment efforts in Travis County
  - Plans and staffs events for recruiting volunteers, using the time and resources of current Volunteer Advocates and other CASA supporters as appropriate
  - Plans and executes or directs a forum for volunteer input on recruitment activities
  - Develops a recruitment marketing plan with the Community Outreach Liaison and the Marketing & Communications Manager
  - Staffs and provides recruitment information at CASA events, when deemed appropriate
  - Organizes and staffs monthly Open House
  - Attends and participates in continuing education opportunities
2. *Ensures a positive experience for all potential volunteers in their initial contacts with CASA of Travis County*
  - Ensures that inquiries from potential volunteers are responded to in a timely and thorough fashion, with prompt answers and complete information packets
  - Interviews or directs the interviews of prospective volunteers and makes recommendations regarding their application status
  - Follows up or oversees follow-up with prospective volunteers regarding the training and application process
  - Oversees the volunteer background checks and follows up, if necessary, with the results after the interview
3. *Continually evaluates the recruitment activities and adjusts the efforts accordingly*
  - Tracks and reports timetable between recruitment efforts and volunteer's beginning CASA 101 training
  - Tracks ethnicity and gender trends in volunteer response to varied recruitment methods
  - Reviews and evaluates the recruitment plan at least annually and, in consultation with the Program Director, makes revisions and modifications as needed to fulfill CASA's mission and meet CASA's goals. Seeks input from the Community Outreach Liaison and Marketing & Communications Manager, and other CASA staff as appropriate.



4. *Ensures compliance and performance with regard to recruitment related funding*

- Manages recruitment related expenditures and budget

**Essential Advocate Retention Responsibilities and Duties**

1. *Plans and directs the organization of various retention events, including but not limited to*

- Swearing In Ceremony
- Closed Case Luncheons
- Advocate Mixers
- Volunteer Appreciation events
- Continuing education for volunteers (Learning Lunches/Dinners, Brown Bag Trainings, etc.)

2. *Works cooperatively with the Program staff to keep Advocates aware of agency support and services*

- Oversees the CASA e-group and roundtable forum
- Notifies Advocates concerning training opportunities
- Oversees the notification of free passes and gifts available for CASA children

3. *Continually evaluates the retention activities and adjusts the efforts accordingly*

- Tracks ethnicity and gender trends in volunteer response to varied retention methods
- Reviews and evaluates the retention plan at least annually and, in consultation with the Program Director, makes revisions and modifications as needed to fulfill CASA's mission and meet CASA's goals. Seeks input from the Community Outreach Liaison and Training Director and other CASA staff as appropriate.

4. *Ensures compliance and performance with regard to retention related funding*

- Manages retention related expenditures and budget

### **Additional Duties**

1. Assumes responsibility for the volunteer files and their contents as specified by Texas and National CASA
2. Attends the beginning of all CASA 101 trainings in order to welcome potential volunteers.
3. Represents CASA at various community events.
4. Participates in the CASA Leadership Team
5. Supports the Program Director with reports concerning volunteer recruitment and retention.
6. Participates in the CASA Editorial Team
7. Follows agency policies regarding personnel, timely submission of expense reimbursements and timesheets.
8. Other duties as assigned.

### **Knowledge, Skills and Experience**

- A minimum of a Bachelor's Degree with a preference in communications, social work or a related field.
- Speaking experience and/or two years of experience in volunteer recruitment
- Critical areas of qualifications include the following:
  - Demonstrated ability to clearly communicate CASA's mission and need for volunteers to the community
  - Demonstrated understanding of the role of the CASA volunteer
  - Demonstrated ability to establish strong working relationships with community groups that represent target demographic groups needed in CASA's volunteer pool (African American, Latino and Male)
  - Demonstrated ability to persuade community members to consider being a CASA volunteer
  - Demonstrated ability to work effectively with the Program Staff to address recruitment needs
  - Demonstrated ability to work in a team environment
  - Demonstrated ability to plan and implement methods of recruitment and retention that grow the volunteer pool on a steady basis to meet the needs of the growing agency

*Experience as a CASA Child Advocacy Specialist or similar role preferred.*

### **Physical Requirements and Work Environment**

The Director of Volunteers will be expected to have daily transportation to attend recruitment and retention events. He/she will spend some time in the office that could involve intermittent physical activities including bending, reaching, sitting and walking during working hours. Additionally it is anticipated that the person may spend several hours of each day seated at a PC. Reasonable accommodations may be made to enable a person with physical disabilities to perform the job.

**CASA of Travis County**  
**Job Description**

**Job Title:** Executive Director

**Date:** March 22, 2013

**Reports To:** Board of Directors, Executive Committee

**FLSA Status:** Exempt

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**General Summary:**

The Executive Director provides leadership to the entire organization, manages day-to-day operations, and reports to and supports the Board of Directors. In particular, the Executive Director is expected:

- To be a visionary leader in implementing systems, processes, and infrastructure necessary to take CASA to next phase of service delivery
- To leverage board, staff, and community partners to maximize impact on mission goals
- To be an effective communicator, strategic and respectful collaborator who can foster partnerships within the organization as well as in the community
- To be a systematic manager of staff and operations who builds and empowers an effective staff team
- To effectively manage administrative aspects of the organization including financial management, strategic planning, collaborations, and human resource management
- To generate fundraising success with individual, corporate, foundation, and government grant support
- To demonstrate expertise in child welfare/advocacy and familiarity with the court system

**Essential Responsibilities and Duties**

1. *Support and liaison to Board of Directors*
  - Oversee implementation of all Board directives, policies and procedures
  - Identify strategic issues, opportunities or challenges and engage the Board in developing strategies in keeping with CASA's mission and vision
  - Identify risks and recommend mitigation strategies to the Board
  - Provide opportunities for the Board to become educated on issues affecting CASA's work and role and to become engaged in CASA's mission and vision
  - Serve as liaison between Board and agency staff; support or delegate staff to support Board committees and their work
  - Keep Board informed of agency operations, changes and challenges
2. *Long-term Planning*
  - Develop recommendations and information for the Board to conduct regular strategic planning. Conduct annual planning and implement strategies to achieve CASA's goals. Regularly review progress toward goals and suggest appropriate refinements to the Board as necessary.
  - Assure compliance with Texas CASA and National CASA standards, as well as with requirements of the Travis County courts.
  - Be familiar with best practices for non-profit management and assure that CASA is operating in accordance with those best practices as appropriate.

### 3. *Community and Public Relations*

- Oversee implementation of a public relations/marketing plan for the purposes of recruiting volunteers, raising the profile of CASA, raising awareness of child abuse issues and supporting fundraising efforts.
- Serve as the primary media spokesperson for CASA.
- Develop and maintain, and oversee, relationships with appropriate community groups, whether for programmatic, volunteer recruitment or fundraising purposes.

### 4. *Program Management*

- Oversee operation of a child advocacy program that meets or exceeds Texas CASA and National CASA standards, the expectations of the Travis County courts and that is in compliance with Texas law.
- Oversee implementation of comprehensive and diverse volunteer recruitment strategies that increase the number of children served by volunteers in support of CASA's mission and strategic goals.
- Participate in the Travis County Model Court, as well as other court and community based collaborations that will benefit CASA clients – children and/or volunteers.
- Ensure that programs and services are mission-based, cost-effective and supportive of both sets of CASA clients – children and volunteers.
- In accordance with a Board-adopted strategic plan, pursue appropriate opportunities to grow CASA to meet the needs of youth in the child protective services system in Travis County.

### 5. *Fund Development*

- Oversee implementation of comprehensive and diverse fundraising strategies that increase revenues to CASA in support of its strategic goals.
- Participate directly in raising funds for CASA's mission, through relationships with individual and corporate donors and with private and public grantors.
- Ensure that the Board has appropriate support for its role in fundraising. As appropriate or necessary, oversee recommendations to the Board on policies to support fundraising efforts.
- Ensure that CASA's fundraising efforts are responsible, cost-effective, transparent and maintain focus on CASA's mission as well as on the needs and wishes of donors.

### 6. *Fiscal Management*

- Oversee CASA's financial operations to ensure compliance with GAAP, grantor and auditor requirements, and best practices for non-profit finance.
- Ensure that the Board has regular, current and accurate information about CASA's financial performance. Periodically recommend review and/or revision of CASA's financial policies by the Board.
- Assist the Board in selecting an auditor as per CASA's financial policies and ensure cooperation with the auditor.
- Recommend to the Board an annual operating budget.

### 7. *Personnel and Administrative Management*

- Create, maintain and support an effective management team.
- Encourage staff development and education, and assist staff in relating their specialized work to the organization as a whole
- Foster a climate which attracts, retains, and motivates a diverse staff of top quality people

### **Knowledge, Skills and Experience**

1. Advanced degree in social work, law, management, or other related field
2. Experience in administration of volunteer, not for profit, or public service agency
3. Skills in fiscal management, resource development, strategic planning, personnel management, and public relations
4. The ability to communicate with and empower volunteers, board, and staff to be effective in their roles in the agency
5. The ability to work cooperatively with different types of personalities.
6. Knowledge and understanding of issues and dynamics within families in crisis, i.e., child abuse and neglect, family violence, cultural diversity and the court process of such.
7. Commitment and ability to lead the agency in its fundraising and public relations
8. Commitment to CASA of Travis County's goals and mission.
9. Ability to speak in public and lead small groups
10. Strength of character, honesty, humor, and flexibility are important.

### **Physical Requirements and Work Environment**

The Executive Director may spend several hours a day in the office and that could involve intermittent physical activities including bending, reaching, sitting and walking during working hours. Additionally it is anticipated that the person will spend several hours of each day seated at a PC. The Executive Director will be expected to attend meetings, including those that may occur in the evenings and will also be expected to attend all CASA fundraising events, including those held in the evenings or on weekends.



**CASA of Travis County**  
**Job Description**

**Job Title:** Family Finding Specialist

**Date:** November 2013

**Reports To:** Program Director

**FLSA Status:** Exempt

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**General Summary:**

The Family Finding Specialist and supervises volunteer Family Search & Engagement advocates in an effort to provide information in regards to family connections to the CASA advocate. The Family Finding Specialist works directly with CASA staff and volunteers, as well as social workers and family members.

**Essential Responsibilities and Duties**

1. *Supervises Advocates in their role as Family Search & Engagement Advocates for the children to whom CASA of Travis County is appointed*
  - Request and prioritize case referrals for family search & engagement from CASA supervisors
  - Recruit Family Search & Engagement volunteers from among CASA volunteer advocates
  - Train volunteers and staff on family search and engagement from a curriculum approved by the Program Director
  - Facilitate initial and ongoing meetings between the Family Search & Engagement volunteers and the CASA/CASA supervisor, social workers, children, family members, and others in the community (this may include occasional home visits)
  - Supervise, advise, and support the advocates through regular contact via phone, email, or face time.
  - Conduct and document internet searches for family members
  - Document all case related activities and volunteer hours in the CASA database.
  - Approve all paperwork from the Family Search & Engagement advocate to others in the community (such as letters, reports, family trees, etc.)
  - Monitor cases from beginning to end, assuring relational and/or physical permanency for children on the caseload.
  - Serve as Family Search & Engagement consultant to CASA supervisors.
  - In conjunction with case supervisors, coordinate and provide supports for family finding activities undertaken by traditional advocates for their own cases.
  - Attend CASA case supervision meetings when appropriate
  - Ongoing development of all forms and CASA literature related to Family Search & Engagement work
  - Document required statistical information
  - Coordinate and facilitate monthly group Family Search & Engagement support/information meetings
  - Attend community meetings for Family Search & Engagement
  - Ongoing development of healthy relationships with community partners
  - Participates in ongoing efforts to educate and expand the program in order to serve more children
  - Attend monthly meetings with the Program Director/Executive Director
  - Provides assistance and supervision of volunteer family-finding reports
  - Provides to the volunteers information and professional contacts regarding resources
  - Participates in and assists with new volunteer training and continuing education, as needed

2. *Ensures the high standard of performance of services of CASA of Travis County*
  - Maintains accurate and complete client case records
  - Maintains accurate case and Advocate statistical data according to state and national standards for CASA
  - Maintains a professional, organized environment
  - Assists with office and program demands as needed
  - Assists with program development and evaluation as needed by Program Director

### **Other Responsibilities**

1. *Assists with recruitment efforts and events*
2. *Attends and participates in community meetings as needed by Program Director or Executive Director*

### **Knowledge, Skills and Experience**

#### *1. Education*

- A minimum of a Bachelor's Social Work or related field required
- Or, at least 3 years of experience with a CASA program or in a similar position with Child Protective Services.\*
- Master's Degree in Social Work or related field is preferred

#### *2. Critical areas of qualifications include the following:*

- Experience in providing staff or volunteer supervision and ability to manage people
- Understanding of child and family advocacy issues that include child placement options, therapeutic intervention/assessment/needs for children and families, legal intervention and rights regarding children and families, permanency planning, adoption issues and systems, advocacy in child protection cases and in social, medical and mental health fields
- The ability to concisely and clearly convey and interpret information to and from others orally and in writing
- The ability to clearly identify permanency planning issues for children and provide effective advocacy to move a case through the system
- The ability to work under time constraints, be goal-oriented and maintain productive and effective performance and interaction with the Advocates and clients
- Has strong interpersonal skills

#### *3. Spanish/English fluency is considered an advantage.*

\*If a college degree has not been completed, a writing sample may be requested.

### **Physical Requirements and Work Environment**

The Family Finding Specialist will be expected to have daily transportation to attend court hearings, staffings, visitations, fundraising events, etc. The position requires a flexible schedule as visits with Advocates may occur in the evenings or on weekends. He/she will spend some time in the office that could involve intermittent physical activities including bending, reaching, sitting and walking during working hours. Additionally it is anticipated that the person may spend several hours of each day seated at a PC. Reasonable accommodations may be made to enable a person with physical disabilities to perform the job.

**CASA of Travis County**  
**Job Description**

**Job Title:** Program Assistant

**Date:** September 26, 2011

**Reports To:** Team Leader

**FLSA Status:** Non-Exempt

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**General Summary:**

The Program Assistant provides support for Program personnel with priority given to the Child Advocacy Specialists, Team Leaders and Program Director. Additionally the Program Assistant will ensure that the mission of CASA of Travis County is carried out.

**Essential Responsibilities and Duties**

1. *Supports the Child Advocacy Specialists and Team Leaders in various aspects of their work*
  - Assists in the creation of new case files for volunteer advocates
  - Assists in the closing of case files
  - Assists with various responsibilities of the Specialists and Team Leaders such as filing, updating information in database, etc.
  - Otherwise is supportive of the Specialists as they support their Volunteer Advocates
2. *Interacts with Advocates in a friendly and supportive manner during their volunteer experience with CASA*
  - Assists in the contact with the volunteers through cards and letters as needed
  - Assists as support for the reception area of CASA as needed
  - Serves as the connection for Advocates with their Specialists as needed when picking up items at the CASA office
3. *Supports Program staff as needed*

**Other Responsibilities**

1. *Assists the Program Director with special projects*
2. *Assists with various CASA agency events as needed.*

**Knowledge, Skills and Experience**

1. *Bachelor's degree and/or equivalent experience.*
2. *Working knowledge of the Microsoft Office Suite*
3. *Precision to detail in data entry.*

4. *The ability to communicate and interact in a friendly, supportive manner with a diverse population of volunteers*

#### **Physical Requirements and Work Environment**

The Program Assistant will be expected to have daily transportation to attend trainings, recruitment and fundraising events, etc. The Program Assistant will have a flexible schedule as there will be trainings in the evening and recruitment events in the evenings and on weekends. He/she will spend the majority of the time in the office and that could involve intermittent physical activities including bending, reaching, sitting and walking during working hours. Additionally it is anticipated that the person will spend several hours of each day seated at a PC. Reasonable accommodations may be made to enable a person with physical disabilities to perform the job.

## **CASA of Travis County Job Description**

**Job Title:** Program Director

**Date:** July 1, 2007

**Reports To:** Executive Director

**FLSA Status:** Exempt

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### **General Summary:**

The Program Director ensures the high standards for advocacy for children to whom CASA is appointed through the courts of Travis County. The Program Director motivates, guides and supervises, through the Team Leaders, all CASA volunteers, the Director of Training, the Volunteer Coordinator, the Program Assistant and the Child Advocacy Specialists, while adhering to the policies and procedures established by the Board of Directors. Additionally the Program Director will ensure that the mission of CASA of Travis County is carried out.

### **Essential Responsibilities and Duties**

1. *Ensures that the mission and goals of CASA of Travis County are met*
  - Maintains regular contact with the judges in whose courts CASA is represented, for the purpose of continually refining CASA's relationship with the court
  - Represents the mission of CASA in the community with other agencies
  - Ensures the highest quality of volunteer advocates by periodically reviewing internal policies that include but are not limited to selection of volunteers, background clearance and the occasional program resignation of problematic volunteers
  - Develops a strategy for accepting new assignments of cases that reflects the strategic plan of the Board of Directors while respecting the current caseloads of the Child Advocacy Specialists
  - Promotes relationships with Program Directors at DFPS and CAFA representatives to facilitate CASA's effectiveness on assigned cases
  - Maintains a cooperative relationship with Texas and National CASA for the benefit of the agency
2. *Supervises and assists with the documentation of agency activity and budget*
  - Participates in planning for grant applications as to their relevance to the work and mission of the agency
  - Reviews the statistical reporting of the Program Staff
  - Prepares statistical reports concerning agency activity for the use of the Executive Director and other staff members
  - Prepares the budget as it relates to CASA Program activity
  - Provides oversight for the Program budget expenditures
3. *Ensures that the volunteer advocate experience is productive, rewarding and safe*
  - Provides oversight for the volunteer training experience
  - Provides oversight of the in-service training opportunities
  - Reviews comments of advocates following closed cases and further interviews them when indicated
  - Staffs all cases that may result in an advocate being resigned from a case



- Conducts advocate resignation interviews
  - Provides the ultimate contact for all volunteer advocates for comments and suggestions about their experience, the agency and ideas concerning either
4. *Supervises Team Leaders to ensure the consistent and professional work of the Child Advocacy Specialists and Volunteer Advocates*
    - Coordinates regular meetings with Team Leaders for the purpose of communicating with Child Advocacy Specialists
    - Shares with the Team Leaders the responsibility for reading CASA court reports and ensures that the reports reflect CASA's policy of "best interest" for the children to whom we have been appointed
    - Attends court regularly with the Team Leaders for the assignment of new cases to CASA
    - Annually reviews the performance of the Team Leaders and the Child Advocacy Specialists, participating with the Team Leaders in each review
    - Monitors the training of new Child Advocacy Specialists
    - Is available for staffing of cases with Team Leaders and Child Advocacy Specialists and Volunteer Advocates
    - Plans for and implements periodic file audits
    - Plans for and implements periodic quality control phone calls to Volunteer Advocates
  5. *Supervises the Volunteer Coordinator with the goal of providing an increasing number of quality Volunteer Advocates for the CASA program*
    - Participates as a member of the Recruitment Committee
    - Shares responsibility with the Volunteer Coordinator and Director of Training for the interviewing of potential Volunteer Advocates
    - Plans with the Volunteer Coordinator strategies for reaching a larger pool of potential Volunteer Advocates
    - Provides guidance in the preparation and oversight of the budget in the areas of Volunteer recruitment and retention
    - Attends all activities for current Advocates, as is possible
  6. *Supervises the Director of Training with the goal of providing a high quality of training for new Advocates and in service trainings for current Advocates*
    - Participates in regular and periodic supervision with the Director of Training
    - Plans for the updating of training materials
    - Recommends topics for in service trainings and participates in those trainings
    - Encourages the Director of Training to participate in conferences and continuing education opportunities to further improve the quality of the training program of CASA of Travis County
    - Provides guidance in the preparation and oversight of the budget in the area of training

#### **Other Responsibilities**

1. *Assists with fund-raising events.*
2. *Attends and participates in community meetings as needed by the Executive Director*

## **Knowledge, Skills and Experience**

### *1. Education*

- A minimum of a Bachelor's Social Work or related field required
- Master's Degree in Social Work or related field is preferred

### *2. Critical areas of qualifications include the following:*

- Experience in providing staff or volunteer supervision and ability to manage people
- Understanding of child and family advocacy issues that include child placement options, therapeutic intervention/assessment/needs for children and families, legal intervention and rights regarding children and families, permanency planning, adoption issues and systems, advocacy in child protection cases and in social, medical and mental health fields
- The ability to concisely and clearly convey and interpret information to and from others orally and in writing
- The ability to clearly identify permanency planning issues for children and provide effective advocacy to move a case through the system
- The ability to work under time constraints, be goal-oriented and maintain productive and effective performance and interaction with the Advocates and clients
- Has strong interpersonal skills

## **Physical Requirements and Work Environment**

The Program Director will be expected to have daily transportation to attend court hearings, staffings, visitations, recruitment and fundraising events, etc. He/she will spend some time in the office that could involve intermittent physical activities including bending, reaching, sitting and walking during working hours. Additionally it is anticipated that the person may spend several hours of each day seated at a PC. Reasonable accommodations may be made to enable a person with physical disabilities to perform the job.

**CASA of Travis County**  
**Job Description**

**Job Title:** Program Support Specialist

**Date:** January 1, 2014

**Reports To:** Team Leader

**FLSA Status:** Non-Exempt

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**General Summary:**

The Program Support Specialist furthers the CASA mission in two primary ways: 1) assisting the leadership team in the prompt and complete distribution of information and other appropriate follow-up to *ex parte* appointments of CASA as guardian *ad litem*, as made by the Travis County courts; and 2) assisting the child advocacy specialists in managing their volunteers and their cases.

**Essential Responsibilities and Duties**

*1. Supports the Team Leaders in management of ex parte court appointments*

- Receive and track all new ex parte appointments; ensure that all necessary documentation is received (original petition, affidavit, show cause order, appointment order). Contact the appropriate court staff if not all documentation is received.
- For each new appointment, contact the CPS investigator to find out location of children.
- Summarize the nature of each new case (i.e. number of children, ages, location if known, and next hearing date) and enter each new case into the client database that same day or the following day.
- At the end of each day, provide to the team leaders and program director a list and the brief summary of each new appointment so that the cases can be promptly distributed to child advocacy specialists.

*2. Supports the Child Advocacy Specialists and Team Leaders in various aspects of their work*

- Prepares new case files for volunteer advocates, including copying necessary documents and preparation of the binders for the volunteers
- Assists with various responsibilities of the child advocacy specialists and team leaders such as filing, updating information in database, etc.
- Remind child advocacy specialists of volunteer birthdays and anniversaries and assist with those recognitions
- Receive and enter all volunteer statistics into the outcomes and management database.
- Keep track of requests for in-kind donations on behalf of children, ensure that those requests are publicized appropriately through the volunteer e-newsletter and other means and track when they have been fulfilled and how.
- When in-kind donations are received, ensure that an In-kind donation form is filled out and submitted to the development team. If the donation was in response to a specific request, ensure that the child advocacy specialist or volunteer making that request is promptly informed. If the donation was not requested but could be used on a case, ensure that the existence of the donations is made known to staff and, as appropriate, volunteers so that they can utilize it on their cases if possible.

### *3. Supports Program staff as needed*

- Provide support for trainings for prospective volunteers and tenured volunteers and staff by copying handouts, setting up rooms and other various tasks
- Maintain inventory of child safety seats
- Manage the “toy closet”
- Receive and distribute orders and other court pleadings

### **Other Responsibilities**

1. Assists the Program Director with special projects
2. The Program Support Specialist will be a back-up to receptionist for lunch, at least 2 days per week, and may be required to cover the front desk for a full day or days if other staff are sick or on vacation.
3. Maintain secure document storage inventory and schedule pick-up and retrieval of files
4. Other duties as assigned.

### **Knowledge, Skills and Experience**

1. Bachelor’s degree and/or equivalent experience.
2. Working knowledge of the Microsoft Office Suite
3. Precision to detail in data entry.
4. The ability to communicate and interact in a friendly, supportive manner with a diverse population of volunteers

### **Physical Requirements and Work Environment**

The Program Support Specilast will be expected to have daily transportation to attend trainings, recruitment and fundraising events, etc. He/she will spend the majority of the time in the office and that could involve intermittent physical activities including bending, reaching, sitting and walking during working hours. Additionally it is anticipated that the person will spend several hours of each day seated at a PC. Reasonable accommodations may be made to enable a person with physical disabilities to perform the job.

## **CASA of Travis County Job Description**

**Job Title:** Team Leader (Child Advocacy Specialist)

**Date:** January 1, 2010

**Reports To:** Program Director

**FLSA Status:** Exempt

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### **General Summary:**

The Team Leader is a member of the Leadership Team for CASA of Travis County's Program Services staff. Team Leaders will lead a team of Child Advocacy Specialists, providing supervision on cases, support, guidance and ensuring accountability. Additionally, the Team Leader will motivate, empower, guide and supervise CASA volunteers as they advocate in the best interest of abused and neglected children in protective care. The Team Leader will ensure that the mission of CASA of Travis County is carried out, in accordance with CASA's values, policies, and standards.

### **Essential Responsibilities and Duties**

As a member of the Leadership Team the Team Leader will share the responsibility to ensure that the CASA program is carried out in an efficient, thorough and responsible manner that reflects the mission, values, policies and standards of CASA of Travis County. Those responsibilities include, but are not limited to the following:

- Providing leadership by reflecting the goals and values of the agency with the staff, demonstrating productive cooperation with all parts of the organization
- Working collaboratively as part of the Team, helping other Team members when needed
- Participating actively as needed in decision-making that affects the organization and/or the staff
- Assuming responsibility for making decisions and solving problems in the absence of other members of the Leadership Team
- Taking initiative to identify organizational and/or staff needs or challenges and to develop ideas for solutions
- Contributing to a positive morale and work environment and serving as a positive role model for others
- Supporting the work of the Program Director and Executive Director when asked
- Being familiar with the CASA annual budget, the personnel policies and other policies and practices so as to be able to assist the Program Director and Executive Director in responding to agency or staff needs or questions

### **Responsibilities unique to the Team Leader role are as follows:**

1. *Assumes responsibility for the training, supervision and reporting for a team of Child Advocacy Specialists*
  - Provides and/or coordinates the training and orientation for Child Advocacy Specialists assigned to Team
  - Ensures completion of Child Advocacy Specialist training within three months, by completing CASA training check list and submitting a copy to the Program Director to be filed in the Child Advocacy Specialist's personnel file
  - Ensures availability for supervision of Team members monthly as scheduled and documented and as needed by Child Advocacy Specialists



- Assumes responsibility for ensuring coverage at specific hearings, meetings, etc., when the Child Advocacy Specialist has conflicts or is absent
  - Monitors and signs all timesheets of Team member and request for vacation or other leave, ensuring timely submission
  - Monitors and signs all mileage and expense reimbursements, ensuring timely submission
  - Conducts periodic audits of files of Team members for the purpose of quality control, ensuring that each Team member has a selection of their files audited annually
2. *Assists the Program Director in the planning for and execution of the mission of CASA of Travis County*
- Attends regularly scheduled Leadership Team meetings with the Program Director
  - Communicates program issues directly to Team members individually and through meetings
  - Assists Program Director with program development and evaluation
  - Reads and signs court reports in conjunction with other Team Leaders and the Program Director for the purpose of training Child Advocacy Specialists and ensuring the consistent quality of the CASA court report
  - Assists Program Director with monitoring dockets that effect CASA's assignment to cases
  - Communicates with the presiding judges concerning CASA's ability to accept new assignments each week
  - Assigns new cases to Child Advocacy Specialists
  - Observes the courtroom presentations of CASA Advocates and Supervisors. Records feedback as needed and communicates with the appropriate Child Advocacy Specialist.
3. *Participates with the Program Director in hiring and evaluations of Child Advocacy Specialists*
- Reviews applications and resumes of applicants for the position of Child Advocacy Specialist
  - Participates in interviews and in the process of selection for Child Advocacy Specialist position
  - Regularly communicates with the Program Director regarding the performance of Team members.
  - Prepares employee evaluations for Team members and conducts annual reviews with the Team members and the Program Director

### **Other Responsibilities**

1. *Assists with volunteer recruitment efforts and events, as needed.*
2. *Assists with fund-raising events and with marketing activities, as needed.*
3. *Attends and participates in community meetings as needed by Program Director or Executive Director*

**The Team Leader shares the following responsibilities of the Child Advocacy Specialist, with a reduced caseload:**

1. *Supervises Advocates in their role as "Court Appointed Special Advocates" (CASA) and GAL for the children to whom CASA of Travis County is appointed*
  - Attends and participates in staff and case-related meetings including, but not limited to, Permanency Conferences, Treatment Meetings and ARD's
  - Attends and participates in all related court hearings, providing assistance and supervision of Advocate court reports, court attendance and testimony

- Provides to the Advocate information and professional contacts regarding community resources and placements
- Participates in placement selections by reading home placement studies and consulting as decisions are made
- Assists the Advocate in identifying permanency planning issues for children while steadily moving the case forward toward the goal of a safe and permanent placement

2. *Provides informed and consistent guidance to Advocates as well as encouragement and praise*

- Provides timely notification of staffings, meetings, and court hearings to Advocates
- Provides guidance, assistance and review of Advocate reports to the court
- Participates in and assists with new Advocate training and Advocate continuing education, as needed with Team Leaders specifically teaching Lesson 9
- Provides consistent contact in the process of maintaining and fostering relationships with the Advocate, clients and other professionals in legal, social welfare, educational and therapeutic areas/organizations
- Enhances the opportunity for retention of the Advocate for other cases, by coaching new skills, evaluating the Advocate's experience, and by matching the Advocate with future cases that are matched to his interests and skills

3. *Ensures the high standard of performance of services of CASA of Travis County*

- Participates in regular and periodic supervision with the Program Director
- Supports Team members, by providing backup for meetings and court hearings and with their Advocates as needed
- Maintains accurate and complete client case records
- Maintains accurate case and Advocate statistical data according to state and national standards for CASA
- Maintains a professional, organized environment
- Assists with office and program demands as needed
- Attends and participates in continuing education opportunities

## **Knowledge, Skills and Experience**

1. *Education*

- A minimum of a Bachelor's Social Work or related field required
- Master's Degree in Social Work or related field is preferred

2. *Critical areas of qualifications include the following:*

- Knowledge of the mission of CASA
- Proven ability to lead calmly with knowledge and compassion for the stress of the job
- Experience in providing staff or volunteer supervision and ability to manage people
- Understanding of child and family advocacy issues that include child placement options, therapeutic intervention/assessment/needs for children and families, legal intervention and rights regarding children and families, permanency planning, adoption issues and systems, advocacy in child protection cases and in social, medical and mental health fields
- The ability to concisely and clearly convey and interpret information to and from others orally and in writing
- The ability to clearly identify permanency planning issues for children and provide effective advocacy to move a case through the system

- The ability to work under time constraints, be goal-oriented and maintain productive and effective performance and interaction with the Child Advocacy Specialists, Advocates and clients
- Has strong interpersonal skills

4. *Spanish/English fluency is considered an advantage.*

5. *Experience at CASA of Travis County and the support and trust of Child Advocacy Specialists are considered a plus.*

#### **Physical Requirements and Work Environment**

The Team Leader will be expected to have daily transportation to attend court hearings, staffings, visitations, fundraising events, etc. The position requires a flexible schedule as visits with Advocates may occur in the evenings or on weekends. He/she will spend some time in the office that could involve intermittent physical activities including bending, reaching, sitting and walking during working hours. Additionally it is anticipated that the person may spend several hours of each day seated at a PC. Reasonable accommodations may be made to enable a person with physical disabilities to perform the job.

## **CASA of Travis County Job Description**

**Job Title:** Training and Recruitment Specialist

**Date:** January 23, 2012

**Reports To:** Program Director

**FLSA Status:** Non-Exempt

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### **General Summary:**

Working under the direction of the Program Director and working closely with the Director of Training and Director of Volunteers, the Training and Recruitment Specialist provides ongoing support for the Advocate training and recruitment efforts of CASA of Travis County.

### **Essential Responsibilities and Duties**

1. *Supports the Training of new Advocates as they enter the CASA of Travis County program.*
  - Is scheduled to teach designated sessions of the training for new Advocates.
  - Provides backup for training session in the absence of the Director of Training.
  - Presents the job of the Advocate to a diverse group of recruits in a realistic and enthusiastic manner with the joint goals of producing the best trained and a very eager pool of Advocates to be assigned to cases.
  - Schedules attendance of caseworkers, attorneys and a representative from the DA's office for panels for specific classes.
  - Collaborates with the Director of Training to revise and update the Advocate Training manual to reflect changes in the system and keep the experience fresh and exciting for all trainees.
2. *Supports the screening, evaluation and case matching processes of new Advocates entering the CASA program.*
  - Shares responsibility for Pre-Training interviews of candidates wishing to enter the training program with the Director of Volunteers and Director of Training.
  - Continually evaluates new Advocates as to their appropriateness for assignment as a Court Appointed Special Advocate throughout the training process.
  - Matches the volunteers, their skills, availability and limitations with the requests for advocates from the Child Advocacy Specialists.

### **Other Responsibilities**

1. As a part of the Training and Recruitment and Retention teams, the Training and Recruitment Specialist may assist with continuing education, independent study, volunteer recruitment efforts and volunteer retention events as needed.
2. Other duties as assigned.

## **Knowledge, Skills and Experience**

1. Bachelor's degree and/or equivalent experience.
2. Critical areas of qualifications include the following:
  - Experience in training.
  - Understanding of child and family advocacy issues that include child placement options, therapeutic intervention/assessment/needs for children and families, legal intervention and rights regarding children and families, permanency planning, adoption issues and systems, advocacy in child protection cases and in social, medical and mental health fields.
  - The ability to concisely and clearly convey and interpret information to others orally.
  - The ability to interact with the Advocates in a friendly and supportive manner.
  - The ability to work in a team environment.

## **Physical Requirements and Work Environment**

The Training and Recruitment Specialist will be expected to have periodic transportation to attend training or recruitment and retention events. The Training and Recruitment Specialist will at times be required to teach evening classes and have a flexible schedule. Time will be spent in the office that could involve intermittent physical activities including bending, reaching, sitting and walking during working hours. Several hours each day will be spent at a PC. Reasonable accommodations may be made to enable a person with physical disabilities to perform the job.

## **CASA of Travis County Job Description**

**Job Title:** Training Director

**Date:** January 1, 2010

**Reports To:** Program Director

**FLSA Status:** Exempt

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### **General Summary:**

The Training Director is a member of the Leadership Team for CASA of Travis County program services. The Director of Training is responsible for the complete training of all new Advocates, Helping Hearts and CASA Program staff regarding the role of a CASA Advocate. Additionally, the Director of Training assists in the planning for and implementation of in-service training for Advocates and Program Staff.

### **Responsibilities of the Director of Training as a member of the Leadership Team**

As a member of the Leadership Team, the Training Director will share the responsibility to ensure that the CASA program is carried out in an efficient, thorough and responsible manner that reflects the mission, values, policies and standards of CASA of Travis County. Those responsibilities include, but are not limited to the following:

- Providing leadership by reflecting the goals and values of the agency with the staff, demonstrating productive cooperation with all parts of the organization
- Working collaboratively as part of the Team, helping other Team members when needed
- Participating actively as needed in decision-making that affects the organization and/or the staff
- Assuming responsibility for making decisions and solving problems in the absence of other members of the Leadership Team
- Taking initiative to identify organizational and/or staff needs or challenges and to develop ideas for solutions
- Contributing to a positive morale and work environment and serving as a positive role model for others
- Supporting the work of the Program Director and Executive Director when asked
- Being familiar with the CASA annual budget, the personnel policies and other policies and practices so as to be able to assist the Program Director and Executive Director in responding to agency or staff needs or questions

### **Essential Responsibilities and Duties**

#### *1. Evaluates and Trains new Advocates as they enter the CASA of Travis County program*

- Shares responsibility for Pre-Training interviews of candidates wishing to enter the training program with the Program Director and the Director of Volunteers
- Is scheduled to teach all sessions (except Lesson 9) of the training for new Advocates
- Teaches the Help Heart training
- Schedules attendance of caseworkers, attorneys and a representative from the DA's office for panels for specific classes



- Continually evaluates new Advocates as to their appropriateness for assignment as a Court Appointed Special Advocate throughout the training process
  - Presents the job of the Advocate to a diverse group of recruits in a realistic and enthusiastic manner with the joint goals of producing the best trained and a very eager pool of Advocates to be assigned to cases
2. *Updates and Improves the Training experience in an ongoing manner*
    - Remains up to date concerning CASA program policies, the role of the Advocate, changes in policy at DFPS and changes in the Family Code as it pertains to the role of the GAL and CASA
    - Constantly revises and updates the Advocate Training manual to reflect changes in the system
    - Looks for innovative training ideas to keep the experience fresh and exciting for the trainees
    - Reviews annually with the Program Director, Team Leaders and Child Advocacy Specialists the volunteer training curriculum
    - Establishes the training schedule on an annual basis so that it can be publicized on the website and in brochures
    - Participates in continuing education opportunities
  3. *Works Closely with the Program Director, Director of Volunteers and Volunteer Data Specialist to ensure accurate documentation for the Advocate files according to criteria set forth by Texas and National CASA*
    - Participates in regular and periodic supervision with the Program Director
    - Establishes systems of documentation for new volunteers in training regarding attendance at court hearings and training sessions.
    - Monitors progress in obtaining references, background checks to encourage volunteers to be ready for assignment as quickly as possible
  4. *Integrates new volunteers into the pool of active volunteers and then participates in planning for in-service trainings.*
    - Matches the volunteers, their skills, availability and limitations with the requests for advocates from the Child Advocacy Specialists
    - Meets on a regular basis with Team Leaders, Director of Volunteers and the Program Director to discuss Advocate issues and plan for in-service trainings
    - Offers special trainings, as needed, for Friends of CASA, Child Advocacy Specialists, CASA Board Members and current Advocates
    - Collaborates with Team Leaders and Program Director to arrange for speakers and supervise arrangements for periodic trainings, such as Learning Lunches and Brown Bag sessions
  5. *Ensures compliance and performance with regard to training related funding*
    - Works with Program Director to develop an annual training budget
    - Tracks training related expenditures

### **Knowledge, Skills and Experience**

1. *A minimum of a Bachelor's degree is required, preferably in human resources or related field*
2. *Critical areas of qualifications include the following:*
  - Experience in training and development of training curricula

- Understanding of child and family advocacy issues that include child placement options, therapeutic intervention/assessment/needs for children and families, legal intervention and rights regarding children and families, permanency planning, adoption issues and systems, advocacy in child protection cases and in social, medical and mental health fields
- The ability to concisely and clearly convey and interpret information to others orally
- The ability to develop and promote relationships with other professionals who can assist with CASA training
- Ensures data entries in an efficient and accurate manner
- The ability to interact with the Advocates in a friendly and supportive manner

### **Physical Requirements and Work Environment**

The Training Director will be expected to have periodic transportation to attend court hearings, trainings in remote locations, swearing in ceremonies and continuing education opportunities. The Training Director will be required to regularly teach evening classes and have a flexible schedule. Time will be spent in the office that could involve intermittent physical activities including bending, reaching, sitting and walking during working hours. Several hours each day will be spent at a PC. Reasonable accommodations may be made to enable a person with physical disabilities to perform the job.

## **CASA of Travis County Job Description**

**Job Title:** Volunteer Data Specialist

**Date:** November 1, 2012

**Reports To:** Director of Volunteers

**FLSA Status:** Exempt

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### **General Summary:**

The Volunteer Data Specialist provides support for program personnel with priority given to the Program Director and Director of Volunteers. Additionally the Volunteer Data Specialist will ensure that the mission of CASA of Travis County is carried out.

### **Essential Responsibilities and Duties**

1. *Utilizes the data management system to manage volunteer records*
  - Maintains volunteer records in an efficient and accurate manner
  - Maintains physical volunteer files and their contents as specified by Texas and National CASA
  - Processes initial and recurring background checks for volunteers
  - Processes references for incoming volunteers
  - Processes renewable volunteer information, including driver's license, car insurance and background checks.
2. *Supports the Director of Training and Director of Volunteers as new Advocates are brought into the CASA program*
  - Assists in the organization of volunteer recruitment events
  - Available to provide backup for recruitment events
  - Participates in pre-training interviews with prospective advocates as needed
  - Monitors progress of volunteers in training
  - Generates, analyzes, and reports data regarding volunteer training and retention
  - Attends and presents new trainee information at CASA 101 classes
  - Otherwise is supportive of the recruitment and training of new Advocates for CASA
3. *Interacts with CASA volunteers in a friendly and supportive manner during their volunteer experience with CASA*
  - Corresponds with volunteer applicants concerning their references, background checks and other aspects of their application and training within 24 – 48 hours
  - Corresponds with current volunteers regarding the collection of updated volunteer information
  - Creates and manages volunteer e-group communications outline for Child Advocacy Specialist newsletters
  - Assists with in-service training of volunteers and staff
  - Supports volunteer recognition and retention events such as, but not limited to, Closed Case Luncheon, Swearing In ceremonies and annual Volunteer Appreciation Dinner
  - Send out Closed Case Evaluations to volunteers each month

4. *Supports Program staff as needed*

#### **Other Responsibilities**

1. Assists with fund-raising events
2. Assists with other duties as assigned

#### **Knowledge, Skills and Experience**

1. Bachelor's degree and/or equivalent experience
2. Intermediate level knowledge of Windows applications, including, but not limited to, Microsoft Excel, Access, Word, Publisher and Outlook
3. Intermediate level knowledge of relational database functionalities, including queries
4. Strong organizational and time management skills
5. Precision to detail in data entry
6. The ability to communicate and interact in a friendly, supportive manner with a diverse population of volunteers

#### **Physical Requirements and Work Environment**

The Volunteer Data Specialist will be expected to have daily transportation to attend trainings, recruitment and fundraising events, etc. The Volunteer Data Specialist will have a flexible schedule as there will be trainings in the evening and recruitment events in the evenings and on weekends. He/she will spend the majority of the time in the office and that could involve intermittent physical activities including bending, reaching, sitting and walking during working hours. Additionally it is anticipated that the person will spend several hours of each day seated at a PC. Reasonable accommodations may be made to enable a person with physical disabilities to perform the job.

## Section 0615

### Connection to Self-Sufficiency Goals and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

<p>Select <b>only one (1)</b> of the following as the primary Self Sufficiency Goal your Application will address:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Safety Net Infrastructure</li> <li><input type="checkbox"/> Transition Out of Poverty</li> <li><input checked="" type="checkbox"/> Problem Prevention</li> <li><input type="checkbox"/> Universal Support Services</li> <li><input type="checkbox"/> Enrichment</li> </ul>	<p>Select <b>only one (1)</b> of the following Life Continuum Categories your application will address based on the primary goal selected:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Early Childhood</li> <li><input checked="" type="checkbox"/> Youth</li> <li><input type="checkbox"/> Adults and Families</li> <li><input type="checkbox"/> Seniors &amp; Persons with Disabilities</li> </ul>
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If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

<p><b>Self-Sufficiency Goals:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Safety Net Infrastructure</li> <li><input type="checkbox"/> Transition Out of Poverty</li> <li><input type="checkbox"/> Problem Prevention</li> <li><input type="checkbox"/> Universal Support Services</li> <li><input type="checkbox"/> Enrichment</li> </ul>	<p><b>Life Continuum Categories:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Early Childhood</li> <li><input type="checkbox"/> Youth</li> <li><input type="checkbox"/> Adults and Families</li> <li><input type="checkbox"/> Seniors &amp; Persons with Disabilities</li> </ul>
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## Section 0640

### Program Performance Measures and Goals

#### OUTPUT MEASURES

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

<u>OUTPUT # 1 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City. + All Other) Annual Goal
Number of unduplicated clients served per 12-month contract period	64	896	960

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	<u>TOTAL</u> (City + All Other) Goal
Number of unduplicated clients served during the initial 36-month contract period	123	1706	1829

<u>OUTPUT # 3 (Proposed)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
Number of children with a CASA volunteer	51	717	768

<u>OUTPUT # 4 (Proposed)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
(Measure name)			

#### OUTCOME (RESULTS) MEASURES

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

Total Program Performance – OUTCOME # 1 (Required)	Total Program Annual Goal
Number of youth ages 6-21 whose educational or development status has improved (numerator)	720
Total number of youth ages 6-21 served by CASA (denominator)	960
Percentage of youth ages 6-21 whose educational or development status has improved (outcome rate)	75%

Total Program Performance – OUTCOME # 2 (Proposed)	Total Program Annual Goal
Total number of youth ages 14-18 who participated in at least one transition plan meeting by the time their legal case closed (numerator)	62
Total number of youth ages 14-18 whose cases close (denominator)	96
Percentage of youth ages 14-18 who participated in at least one transition plan meeting by the time their legal case closed (outcome rate)	65%

*(For additional Output or Outcome measures, copy and paste the blocks above and re-number accordingly)*



## Section 0645

### Program Staff Positions and Time

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

List Program Staff by Title	Program Staff FTE's
Child Advocacy Specialist	14
Team Leader	2
Program Assistant	1.13
Family Finding Specialist	1
Program Director	1
Program Support Specialist	1
Training Director	1
Director of Volunteers	1
Volunteer Data Specialist	1
Training & Recruitment Specialist	0.5
Executive Director	0.4
TOTAL FTEs =	24.03

## Section 0650 Program Budget and Narrative

### *Program Budget*

Applicant must input all proposed budget line items per the applicable Life Continuum categories.

- **ALL LINE ITEM AMOUNTS MUST BE WHOLE DOLLARS ONLY.**
- The dollar amount requested in your Application's Program Budget and Narrative must reflect a twelve (12) month amount of funding.
- The dollar amount requested in your Application's Program Budget and Narrative must be budgeted under one or more of the Life Continuum categories (Early Childhood, Youth, Adults & Families, Seniors & Persons with Disabilities).
- The Personnel line item includes Salaries plus Benefits (combined).
- General Operating Expenses: Include for this line item all operating expenses which are NOT included in any other line item). Examples are any Travel/ Training/ Conferences WITHIN Travis County, Insurance/Bonding, Audit expenses, equipment costing \$5,000 or less, general office supplies, rent; utilities, telecommunications, postage, etc.
- Consultants/Contractuals: Applicants shall combine all proposed amounts into one line item, but shall provide separate details for each relevant item in the Program Subcontractors form. Only consultant/contractual expenses for direct client services are to be included here; other consultant/contractual services should be included in General Operating Expenses.
- Direct Assistance to Clients includes rent, mortgage, utilities, or transportation costs, etc.
- "Amount Funded by ALL OTHER Sources" is the balance of funding from all sources other than the City of Austin.
- "Total Budget" is the sum of all funding sources, which is the entire cost of the program.
- Calculate and check all subtotals and totals, including the percentages by funding source at the bottom, and ensure all line item amounts, subtotals, and totals are in WHOLE DOLLARS.

**Section 0650**  
**Program Budget and Narrative**

Program's Line Item Budget	EARLY CHILDHOOD Amount	YOUTH Amount	ADULTS & FAMILIES Amount	SENIORS & PERSONS WITH DISABILITIES Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
<b>PERSONNEL</b>						
1. Salaries plus Benefits		95,000			1,127,548	1,222,548
<b>A. Subtotals: PERSONNEL</b>		95,000			1,127,548	1,222,548
<b>OPERATING EXPENSES</b>						
2. General Operating Expenses		5,000			250,984	255,984
3. Consultants/ Contractuals						
4. Staff Travel - <u>Out of Travis County</u>						
5. Conferences/Seminars - <u>Out of Travis County</u>						
<b>B. Subtotals: OPERATING EXPENSES</b>		5,000			250,984	255,984
<b>DIRECT ASSISTANCE for PROGRAM CLIENTS</b>						
6. Food/Beverage for Clients						
7. Financial Assistance for Clients					28,000	28,000
8. Other ( <i>specify</i> )						
<b>C. Subtotals: DIRECT ASSISTANCE</b>		0.00			28,000	28,000
<b>CAPITAL OUTLAY (with per Unit Cost <u>over \$5,000/unit</u>)</b>						
9. Capital Outlay						
<b>D. Subtotals: CAPITAL OUTLAY</b>		0.00			0.00	0.00
<b>TOTALS</b>						
<b>GRAND TOTALS (A + B + C + D)</b>		100,000			1,406,532	1,506,532
<b>PERCENT SHARE of Total for Funding Sources:</b>	%	4%	%	%	96%	100%

**Section 0650**  
**Program Budget and Narrative**

*Program Subcontractors*

<b>SUBCONTRACTOR #1</b>		
Name of Subcontractor	N/A	
Term of Subcontract ( <i>mm/dd/yyyy</i> )	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served ( <i>if applicable</i> )	N/A	
<b>Dollar Amounts by Funding Source:</b>		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

<b>SUBCONTRACTOR #2</b>		
Name of Subcontractor	N/A	
Term of Subcontract ( <i>mm/dd/yyyy</i> )	Start date	End date:
Services to be Subcontracted	IT Services	
Number of Clients to be Served ( <i>if applicable</i> )	N/A	
<b>Dollar Amounts by Funding Source:</b>		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

<b>SUBCONTRACTOR #3</b>		
Name of Subcontractor	N/A	
Term of Subcontract ( <i>mm/dd/yyyy</i> )	Start date:	End date:
Services to be Subcontracted	Online Performance Evaluation Database	
Number of Clients to be Served ( <i>if applicable</i> )	N/A	
<b>Dollar Amounts by Funding Source:</b>		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

*(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly)*

## Section 0650

### Program Budget and Narrative

#### Program Budget Narrative

Add details to describe the proposed City expenses from your Program Budget form.  
 Explanations for the "Other Sources" line items are not required.

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	The Salaries and Benefits expenses category includes: salaries, payroll taxes and health benefits. The health benefits include: medical, dental, vision, short and long term disability, retirement and unemployment.
<b>OPERATING EXPENSES</b>	
2. General Operating Expenses	The General Operating Expenses include travel within Travis County. Travel is reimbursed at the IRS standard mileage rates for business travel.
3. Consultants/ Contractuals	
4. Staff Travel - <u>OUT of Travis County</u>	
5. Conferences/Seminars/ Training - <u>OUT of Travis County</u>	
<b>DIRECT ASSISTANCE</b>	
6. Food/Beverage for Clients	
7. Financial Assistance for Clients	
8. Other Direct Assistance (must specify)	
<b>CAPITAL OUTLAY</b>	
9. <u>Capital Outlay</u> (must specify)	

## Section 0655

### Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start (mm/dd/yyyy)	Funding Period End (mm/dd/yyyy)	Funding Amount
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$100,000
Texas CASA - CVC	Child Advocacy (expected based on history)	9/01/2015	08/31/2016	\$395,827
Texas CASA - VOCA	Child Advocacy (expected based on history)	9/01/2015	08/31/2016	\$219,286
Travis County Health & Human Services	Child Advocacy (expected based on history)	10/01/2015	09/30/2016	\$85,000
Travis County - Crime Victims Fund	Child Advocacy (expected based on history)	01/01/2016	12/31/2016	\$20,590
Topfer Foundation	Child Advocacy (expected based on history)	09/01/2015	08/31/2016	\$40,000
Michael & Susan Dell Foundation	Child Advocacy (expected based on history)	10/01/2015	09/30/2016	\$262,000
Other (unknown)	Child Advocacy/Unrestricted	10/01/2015	09/30/2016	\$383,829
<b>FUNDING AMOUNT TOTAL:</b>				<b>1,506,532</b>



**Section 0835: Non-Resident Bidder Provisions**

Company Name CASA DE TRAVIS COUNTY

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: TEXAS RESIDENT BIDDER

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_